



Greater Bristol Bus Network Major Scheme Business Case

Appendix 4F

Draft Quality Bus Framework

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1. Introduction

CONTEXT

- 1.1. This document presents three draft agreements that are proposed as the basis of defining the framework between the four Unitary Authorities (UAs) in the Greater Bristol area (Bristol City, Bath & North East Somerset, North Somerset and South Gloucestershire) and the bus operator(s) on the **Greater Bristol Bus Network (GBBN)**. The agreements also play a role in providing the Department for Transport with the assurance that the UAs will maintain and operate the GBBN scheme once implemented.

BASIS OF THE AGREEMENT

- 1.2. The UAs propose to establish a **Quality Bus Partnership Scheme (QBPS)** (also referred to as a Statutory Quality Bus Partnership Scheme) for each of the individual GBBN corridors introduced under the powers granted to local authorities under the Transport Act 2000 (and according to the DfT's June 2006 QBPS Guidance).
- 1.3. Under a QBPS the UAs would be committing to making the infrastructure elements of the GBBN ("the facilities") available for the duration of the QBPS to a specified level of quality. This as a minimum will comprise the bus priority measures (bus lanes, bus-only links and turns, bus gates, priority at signals) and bus stop infrastructure.
- 1.4. The QBPS also enables minimum bus service quality levels to be set, with only those operators meeting these quality levels permitted to use the infrastructure specified in the QBPS. The Traffic Commissioner is responsible for enforcing these quality levels.
- 1.5. The QBPS therefore assures that:
 - ◆ the **UAs commit to provide and maintain the infrastructure** – with operators having a form of redress if they fail to provide the infrastructure to the specified quality and level of availability; and
 - ◆ the **operators provide a sufficiently high quality of service** – with the QBPS enforced through the powers of the Traffic Commissioner.
- 1.6. In addition to the statutory QBPS the UAs propose to negotiate supporting **Quality Bus Partnership Agreements (QBPA)** – again as per the DfT's June 2006 guidance on establishing a QBPS – between the UAs and First, the main operator in the Greater Bristol area. The UAs recognise that in the recent Government White Paper 'Putting Passengers First', Government proposes to enact legislation that will expand the scope of QBP Schemes. The UAs intend to take full advantage of these



powers as and when they become available, and will as appropriate transfer provisions from the QBPA to the QBPS.

- 1.7. These agreements – also individually defined for each GBBN corridor - will be non-statutory but will be legally enforceable by the UAs or First.
- 1.8. It is noted that although available through the powers of the Transport Act 2000, only one QBPS has been concluded in England to date. A number of authorities and PTEs are currently progressing with QBPSs – including, in the South West, Torbay who are being advised by GOSW.
- 1.9. First and each authority either has signed, or intends to sign, a Bus Punctuality Improvement Partnership. This recognises that reliable bus operation supports each party's commercial and policy objectives and commits each party to working together to improve bus punctuality.

QBPS AND QBPA TIME HORIZONS AND LOGISTICS

- 1.10. A QBPS needs to be set for a minimum of 5 years – though it can be longer than this.
- 1.11. GOSW advise that committing to a QBPS for beyond 5 years would restrict flexibility, though 10 years could perhaps be reasonable. It would be expected that the QBPS would be rolled on for a further 5 years once it expires, but clearly this is a problem in giving DfT the assurance they have indicated they want.
- 1.12. One option to provide DfT with assurance is to bring Showcases 1 and 2 (A38 and A420 schemes) into the QBPS. It is possible to include measures that have been introduced within the last 5 years into the QBPS although initial discussions with the bus operators suggest that they would expect the operator standards to be proportional to the extent of 'new' infrastructure provided under GBBN
- 1.13. There is a process that needs to be followed to establish a QBPS.
 - ◆ Initial consultation with all operators likely to be affected
 - ◆ Preparation and publication of the QBPS
 - ◆ Formal consultation with operators and interested parties – since the scheme is statutory
 - ◆ Local political approval
 - ◆ QBPS made
- 1.14. It is not possible to start a QBPS until the priority measures etc. are in place. Similarly it may not be sensible to establish the supporting agreement until after the QBPS is agreed.
- 1.15. There are also issues about:



- ◆ whether there is a set of corridor-specific QBPSs established (the working assumption in the QBPS description set out above) **or** a single QBPS “umbrella” can be established covering all corridors and all UAs – with detailed amendments made every time a new corridor is rolled out. First has expressed its support for a different QBPS and supporting agreement for each scheme, with those authorities specifically responsible being signatories;
- ◆ the joint liability establishing a QBPS places on the UAs and whether separate supporting QBPA needs to be established between each UA and First;
- ◆ the requirement to involve the HA as the highway authority for the M32 scheme; and
- ◆ reference to Bus Punctuality Improvement Partnership (PIP) documents that have been signed or which will have been signed before the QBPS comes into operation.

REQUIREMENTS FOR THE GBBN BID FOR FULL APPROVAL

- 1.16. The UAs intend to submit the GBBN scheme to the DfT for full approval early in 2007. It will not be possible to set up the QBPS prior to submitting the bid for full scheme approval – since none of the measures and Traffic Regulation Orders (TROs) will be in place. However, it is possible to implement measures before the QBPS has been signed. In order to support the bid the following draft agreements have been prepared for inclusion with the submission for Full Approval to DfT:
- ◆ A **Memorandum of understanding (MoU)** between the UAs and First that sets out a commitment to establish a QBPS and supporting QBPA on the basis of draft documents provided – it is expected that this will be signed by the UAs and First;
 - ◆ A draft QBPS document as the basis on which a QBPS would be established for each corridor; and
 - ◆ A draft QBPA agreement relating to the draft QBPS.
- 1.17. These are intended to augment the Bus Punctuality Improvement Partnerships (PIP) that at the time of writing have been, or are intended to be signed by each Authority and First.



2. The Draft Agreements

OVERVIEW

- 2.1. Draft copies of the following are presented in this document:
- ◆ A draft **Memorandum of Understanding (MoU)**, which sets out what the authorities intend to implement in the following two documents (Annex 1);
 - ◆ A draft **Quality Bus Partnership Scheme (QBPS)** – a statutory scheme made under the Transport Act 2000 (Annex 2); and
 - ◆ A draft **Quality Bus Partnership Agreement (QBPA)** between the 4 authorities and First Bristol Buses Ltd and First Avon and Somerset Ltd (Annex 3).
- 2.2. These have been prepared drawing on information from a number of sources, including:
- ◆ Joint Local Transport Plan and Bus Strategy;
 - ◆ Draft template agreements and MoU from B&NES;
 - ◆ Template QBPS and QBPAs from two sources:
 - the Department for Transport (understood to be originated by South Yorkshire Passenger Transport Executive); and
 - First.
 - ◆ Guidance produced by DfT on the implementation of a QBPS (June 2006); and
 - ◆ Relevant agreements produced in other circumstances to which Atkins has been party.
- 2.3. The reason for producing both a QBPS and a QBPA is that there are a number of items – notably service frequency – which cannot currently be included in a QBPS but which the JLTP authorities wish to include. A QBPA also gives further comfort to the bus operators that all infrastructure and enforcement of the GBBN will be to the same standard.
- 2.4. Nonetheless, the approach has been to include as much as possible in the Statutory Scheme. Tables 2.1 and 2.2 show what the Department for Transport considers in its Guidance can be included in a QBPS (although it acknowledges that this is not exhaustive). The last two columns show whether the measures have been included in the draft Greater Bristol QBPS and QBPA. This includes measures which cannot currently be incorporated in the QBPS under current legislation and which are therefore included in the QBPA.

**Table 2.1 - Facilities Provided by Local Transport and Highway Authorities**

Facility	Notes	QBPS	QBPA
Main carriageway (bus facilities)			
Bus lanes and other priority lanes catering for buses	<i>There is only a duty to provide Facilities as specified in the Scheme. The Scheme may include facilities that are only available at certain times in the day or week. For example, a bus lane will only be in operation, and hence enforceable, at the times specified in the TRO. The Scheme should clearly set out any such restrictions on the time of operation</i>	✓	✗
Bus stop clearways		✓	✗
Bus access only restrictions - bus gates		✓	✗
Bus only turning restrictions		✓	✗
Parking, waiting and loading restrictions and parking management		✓	✗
Guideways and tracking devices for buses		✓	✗
Traffic signal-based vehicle detectors		✓	✗
Enforcement equipment		✓	✗
Specified Signal and Pedestrian Facilities		✓	✗
Specified Boarding Facilities		✓	✗
Urban Traffic Control (UTC) Priority Works		✓	✗
Clearways		✓	✗
Improved Lighting / Security Measures		✓	✗
Footway (bus passenger facilities)			
Shelters/stops - including seating, lighting, security, information*, communication, litter management, ticket machines, clearways	<i>Only where provided by LHA/LTA either directly or through third party contract.</i>	✓	✗
Raised kerbs and borders		✓	✗
Bus Stop environment - lighting, security, crossing facilities, local pedestrian routes, surface treatment/paving		✓	✗



Facility	Notes	QBPS	QBPA
Off-highway		✓	x
Bus stations Stand allocations Passenger facilities Staff facilities Layover provision	<i>Can be included as long as these services can be secured by the LTA for the duration of the QBPS. Depends on ownership of bus station, private highway etc.</i>	x	x
Private highway access - including retail parks, airports and interchanges, hospitals, park & ride sites		✓	x
Turning areas for buses (outside public highway)		✓	x
Parking space for buses (for layover)		✓	x
Marketing & information*		✓	x
Information based facilities**		✓	x
Real time/schedule adherence facilities Infrastructure - systems, displays, communications links On vehicle equipment, including funding Software Remote passenger access - web and phone based	<i>These might be included as a facility to the extent that they help to facilitate benefits on the routes served, e.g. electronic information boards at bus stops to show passengers how far away the buses are. If they only serve passengers on the buses themselves it might be more appropriate to include them as part of the service to be provided by operators.</i>	✓	x
Printed displays at passenger facilities		✓	x
Branding materials - concept, area, corridor		✓	x
Timetable Information (bus guides)		✓	x
Interchange point signing		✓	x
Ticketing distribution and promotion			x
Support packages			



Facility	Notes	QBPS	QBPA
Enforcement Actions in support of QBPS specified Facilities	<i>Needs prior contractual agreement if enforceable by a third party.</i>	✓	✗
Parking and Waiting Controls; other TRO enforcement	<i>Needs prior contractual agreement if enforceable by a third party.</i>	✓	✗
Use of powers under Traffic Management Act, 2004		✗	✓
Interchange point signing		✓	✗
Facility maintenance and cleaning service	<i>Can be included as long as these services can be secured by the LHA and/or LTA for the duration of the QBPS i.e. will require contractual arrangement with facility provider, if a third party</i>	✓	✗

* NB: this may be better delivered through a S139 determination.

** Only eligible where facilities are additional to the Bus Information Strategy requirements under sections 139 and 140 of the Transport Act 2000.



Table 2.2: Operator Service Standards

Standard of Service	Notes	QBPS	QBPA
Vehicle			
Design characteristics	<i>With legal advice to ensure such specification is not anti-competitive</i>	✓	x
Accessibility		✓	x
Provision of sufficient vehicle capacity for anticipated demand		✓	x
Buses to meet DDA standards	<i>For example, could be specified as % at start, % in 1 yr etc.</i>	✓	x
Passenger facilities - seating, security, lighting, luggage space		✓	x
Emissions & noise	<i>For example, targets could be specified as % to Euro x/% to maximum y dB (A) at start, % to Euro x/% to maximum y dB(A) in 1 yr etc.</i>	✓	x
Information to be displayed on vehicle		✓	x
Quality Partnership Scheme branding	<i>Need to take full account of operator branding.</i>	✓	x
On vehicle AVL (Automatic Vehicle Location) equipment & transponder devices		✓	x
Driver and other staff			
Training and qualifications		✓	x
Development, behaviour, disciplinary code		✓	x
Uniform and appearance		✓	x
Relevant accident record		x	x



Standard of Service	Notes	QBPS	QBPA
Customer care package		✓	x
Performance in delivery			
Frequency Enhancements		x	✓
Punctuality, Reliability, excess wait time	- Though not penalties, as these are in the remit of the Traffic Commissioner. - A time-based - e.g. peak/off-peak - differential may be appropriate	✓	x
Customer satisfaction monitoring including mystery shopper		✓	x
Vehicle appearance - internal and external cleaning		✓	x
Vehicle breakdown rate		x	x
Delivery against customer service agreement		✓	x
Adherence to service standard		✓	x
Customer care			
Required effort to enforce no-smoking policy		✓	x
Information on how to access customer services		x	x
Agreed protocol / adherence to Charter / standards for customer service		✓	x
Customer comment/complaints procedure		✓	x
Customer code of behaviour and implementation plan		✓	x
Service stability (service stability code of conduct)		✓	x
Passenger notification period for service and fares changes		✓	x



Standard of Service	Notes	QBPS	QBPA
Staff presence (supervisory and customer care)		x	x
Ticketing			
Equipment and systems characteristics		x	x
Provision of information on ticketing to Local Authority			x
Data	<i>So long as relevant to standard of service perceived by customer</i>		
Aggregate patronage data for QBPS services		✓	x
Supply of performance data - format, summaries and timeliness	<i>Subject to data sharing agreement</i>	✓	x
Audit arrangements relating to performance		✓	x
Miscellaneous			
Specification of excluded services		✓	x



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ANNEX 1 - MEMORANDUM OF UNDERSTANDING



BATH & NORTH EAST SOMERSET



GREATER BRISTOL BUS NETWORK QUALITY BUS PARTNERSHIP SCHEMES AND QUALITY BUS PARTNERSHIP AGREEMENTS MEMORANDUM OF UNDERSTANDING



1 INTRODUCTION

The four unitary authorities of Bath and North East Somerset, Bristol City, North Somerset and South Gloucestershire Councils [“the Authorities”] and First [“the Bus Operator”] wish to improve the quality of bus travel in the Greater Bristol area, thus promoting more sustainable travel choices, social inclusion and a reduction in congestion.

The Greater Bristol area is home to around one million residents and is the main focus for shopping, cultural activities, education and tourism in the South West. During the next 20-30 years, up to 100,000 new homes and as many new jobs may be needed to sustain growth. This growth requires the delivery of significant new transport infrastructure, but investment is also required to address previous under-investment.

The vision of the West of England Partnership for the Greater Bristol area is one which, inter alia, strengthens the local economy, supports increasing social inclusion, improves access and links, and ensures that alternatives to the car are a realistic first choice for the majority of trips.

In particular, the Authorities and the Bus Operator acknowledge the need to deliver a high quality public transport network in the Greater Bristol area in order to retain existing passengers and encourage modal shift from the private car. They wish to build on the schemes already successfully delivered in the Greater Bristol area, such as Showcase Bus Route 76/77 which as reported in the Joint Local Transport Plan (JLTP) Bus Strategy has resulted in a 12% increase in bus patronage, an increase in cycling of up to 13% and a reduction of 1,200 vehicle journeys per week. The Authorities and the Bus Operator wish to see a similar order of benefits extended to a wider area.

The Authorities and Bus Operator have previously signed The Greater Bristol Quality Bus Network Partnership Concordat. This acknowledges the need to improve bus passenger waiting facilities and information, the quality of vehicles, and bus priority measures. It commits all the parties to working in partnership to deliver a series of high quality bus corridors.

To this end, the Authorities wish to implement the Greater Bristol Bus Network and have prepared a Major Scheme Business Case to the Department for Transport (DfT). DfT has approved further development of this GBBN Programme with funding of £42 million from DfT, £7.7 million from the UAs including section 106 monies and other local contributions, and £20 million from the Bus Operator.

Furthermore, each Authority and the Bus Operator has signed, or intends to sign, a Bus Punctuality Improvement Partnership (PIP). This creates a framework in which each party recognises that it has the ability to improve bus punctuality, and commits them to working together in support of a target for punctual operation.

The Authorities and the Bus Operator recognise that implementation of the Greater Bristol Bus Network [“the Network”] introduces an opportunity to implement measures that will further achieve the purposes and objectives of the Network.



The Authorities therefore propose to implement a Statutory Quality Bus Partnership Scheme under sections 114 to 123 of the Transport Act 2000 [“the Scheme”] for each Scheme Area as defined in Section 4 of this Memorandum of Understanding. Infrastructure provided on the Network will be provided under the terms of the Scheme, and infrastructure to be provided as part of the Scheme is described in Schedule 5 of each Scheme.

Any bus operator will be permitted to provide local bus services using this infrastructure upon making an undertaking to the Traffic Commissioner that they will adhere to the quality standards specified in the Scheme. These undertakings include matters such as vehicle accessibility, driver standards, reliability, vehicle cleanliness and maintenance and are described in Schedule 1 of the Scheme.

Furthermore, the Authorities and the Bus Operator wish to promote behaviours and service standards which cannot be included in a Statutory Quality Bus Partnership Scheme under the Transport Act 2000. They therefore propose to conclude a Voluntary Bus Partnership Agreement [“the Agreement”]. This will cover the provision, maintenance and enforcement of infrastructure for each Agreement Area beyond that provided under the Scheme. It will also include a commitment to use the powers of the Traffic Management Act 2004 to minimise congestion for the benefit of local bus services.

In return, the Bus Operator will commit to provide a frequency of service at times no less than those specified in the Agreement to achieve the purposes and objectives of the Network.

2 DATE AND PERIOD OF OPERATION

It is intended that both the Scheme and the Agreement will be implemented in phases, by reference to the scheme areas set out below:

- M32 corridor, 2008/9, quarter 3;
- A37 corridor, 2008/9, quarter 3;
- A367 corridor, 2009/10, quarter 1;
- A4 corridor, 2009/10, quarter 2;
- A4018 (The Mall) corridor, 2009/10, quarter 4;
- A369 corridor, 2010/11, quarter 2;
- A432 corridor, 2010/11, quarter 3;
- A370 corridor, 2010/11, quarter 3;
- A4018 (Whiteladies), 2010/11, quarter 4; and
- Bristol to North Fringe, 2010/11, quarter 4.

Each phase of the Scheme (and Agreement insofar that it relates to that phase) will operate for a period of 5 years from the Commencement Date, subject to extension, or earlier termination. In the event that the Scheme for any phase is terminated, the Agreement will also cease to apply for that phase.

3 SCHEME AND AGREEMENT PURPOSE AND OBJECTIVES

This Memorandum of Understanding and each Agreement and Scheme will assist the



delivery of the Authorities' Joint Local Transport Plan [2006-2011] and their Bus Strategy aims by:

- (a) Contributing towards the JLTP target of an increase in bus patronage of 12% by 2011;
- (b) Improving punctuality in each Scheme Area, contributing towards the JLTP Bus Strategy target that 90% of buses will be no more than 1 minute early or 5 minutes late by 2012/13;
- (c) Contributing towards high levels of bus passenger satisfaction through the delivery of fast, reliable, comfortable and accessible bus services;
- (d) Securing low-floor buses in each Scheme Area, contributing towards the JLTP Bus Strategy target that over 75% of the bus fleet will be low-floor by 2010/11; and
- (e) Contributing towards improvements in air quality by ensuring that all buses used in each Scheme Area will conform to specified emission standards.

The Authorities are satisfied that the provision of the facilities and operation of services specified in this Memorandum of Understanding and each Agreement and Scheme hereunder will:

- (a) improve the quality of local services provided in the whole or any part of each Scheme Area by bringing benefits to persons using those services, and
- (b) reduce or limit traffic congestion, noise or air pollution.

for the following reasons:

- Will enforce high bus service standards, as specified in Schedule 1 of the Scheme;
- Will ensure that facilities to assist in the reliable and punctual operation of bus services will be provided as specified in Schedule 3 of the Scheme;
- Will aim to achieve an increase in bus patronage and a mode shift from car to bus and other sustainable modes; and
- Will achieve an improvement in air quality by applying the latest emission standards to buses used in the Scheme Area, by reducing the number of trips by car, and by reducing congestion.

4 VARIATION TO THIS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding may only be varied if such variation is agreed, in writing, between the signatories of the Authorities and the Bus Operator.

5 DURATION OF THIS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding will run concurrently with the Schemes and the Agreements, insofar that it is not superseded by them, and will cease to apply on termination or expiry of the final Scheme and/or Agreement.

6 FURTHER INFORMATION

For further information the reader is directed to:
Statutory Quality Bus Partnership Scheme – Scheme Areas: 1 to 10; and



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Voluntary Quality Bus Partnership Agreement – Scheme Areas: 1 to 10.
The Independent Programme Director, Greater Bristol Bus Network



BATH & NORTH EAST SOMERSET



SIGNED on behalf of Bath and North East Somerset Council by

Name

**Position
(Director)**

SIGNED on behalf of Bristol City Council by

Name

**Position
(Director)**

SIGNED on behalf of North Somerset Council by

Name

**Position
(Director)**

SIGNED on behalf of South Gloucestershire Council by

Name



BATH & NORTH EAST SOMERSET



Position
(Director)



BATH & NORTH EAST SOMERSET



SIGNED on behalf of First Group by

Name

Position



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ANNEX 2 - QUALITY BUS PARTNERSHIP SCHEME



BATH & NORTH EAST SOMERSET



STATUTORY QUALITY BUS PARTNERSHIP SCHEME CORRIDOR: **X**



DATE: DD MONTH YYYY

THIS STATUTORY QUALITY PARTNERSHIP SCHEME IN RESPECT OF CORRIDOR X (“the Scheme”) IS MADE IN ACCORDANCE WITH SECTIONS 114 TO 123 OF THE TRANSPORT ACT 2000 BY:

- (1) BATH AND NORTH EAST SOMERSET COUNCIL

and

- (2) BRISTOL CITY COUNCIL

and

- (3) NORTH SOMERSET COUNCIL

and

- (4) SOUTH GLOUCESTERSHIRE COUNCIL

and

- (5) THE HIGHWAYS AGENCY (ON BEHALF OF SECRETARY OF STATE FOR TRANSPORT)

[together “the Authorities”]

[NOTE: ONLY THOSE AUTHORITIES IN WHOSE AREAS THE SCHEME OPERATES WILL BE CO-SIGNATORIES TO THIS AGREEMENT: THE HIGHWAY AGENCY WILL PROMOTE M32 CORRIDOR ON BEHALF OF S OF S FOR TRANSPORT]

1. DEFINITIONS AND INTERPRETATION

“Excluded Service” means any local bus service or class of local bus services listed in Schedule 2, part B.

“Facilities” means, subject to regulations made under s119 of the Transport Act 2000 from time to time:

- (a) all infrastructure, equipment and services provided along routes in the Scheme Area; and
- (b) all infrastructure, equipment and services which are ancillary to (a)

and which are



- (a) provided by the Authorities for the benefit of the Local Services participating in the Scheme; and
 - (b) set out in Schedule 3
- “Local Service” means any bus service which:
- (a) is so defined by section 2 of the Transport Act 1985; and
 - (b) is not an Excluded Service.
- “Scheme Area” has the meaning set out in Clause 4.1
- “Standard of Service” means the standards set out in Schedule 1 to this agreement
- “Traffic Commissioner” has the meaning set out in section 82(1) of the Public Passenger Vehicles Act 1981

2. DATE AND PERIOD OF OPERATION

- 2.1 The Scheme will come into operation on [Date] “the Commencement Date” in accordance with s116(4) and s118(1a) of the Transport Act 2000.
- 2.2 The Scheme will operate for a period of 5 years from the Commencement Date, subject to extension, or earlier termination in accordance with s120 of the Transport Act 2000.

3. SCHEME PURPOSE AND OBJECTIVES

- 3.1 In accordance with the provisions of the Scheme, the Authorities will provide the Facilities and operators of Local Services who wish to use the Facilities will provide such Local Services to the Standard of Service.
- 3.2 The Scheme will assist the delivery of the Authorities’ Joint Local Transport Plan [2006-2011] and their Bus Strategy aims by:
 - (a) Securing 100% low-floor buses in the Scheme Area and will contribute towards the JLTP Bus Strategy target that over 75% of the bus fleet will be low-floor by 2010/1;
 - (b) Improving punctuality in the Scheme Area and will contribute towards the JLTP



Bus Strategy target that 90% of buses will be no more than 1 minute early or 5 minutes late by 2011/2;

(c) Contributing towards the JLTP LTP target of an increase in bus patronage of 12% by 2011 through the delivery of low-floor buses, high bus operator service standards, high quality infrastructure and high levels of enforcement;

(d) Contributing towards high levels of bus passenger satisfaction through the delivery of fast, reliable, comfortable and accessible bus services; and

(e) Contributing towards improvements in air quality by ensuring that all buses used in the Scheme Area will conform to Euro IV emission standards.

3.3 The Authorities are satisfied that the provision of the Facilities and operation of Local Services in accordance with the Standard of Service will:

- (a) improve the quality of local services provided in the whole or any part of the Scheme Area by bringing benefits to persons using those services, and
- (b) reduce or limit traffic congestion, noise or air pollution.

for the following reasons:

- The Scheme will enforce high bus service standards, as specified in Schedule 1;
- The Scheme will ensure that Facilities to assist in the reliable and punctual operation of bus services will be provided as specified in Schedule 3;
- The Scheme is designed to achieve an increase in bus patronage and a mode shift from car to bus and other sustainable modes; and
- The Scheme is designed to achieve an improvement in air quality by applying the latest emission standards to buses used in the Scheme Area, by reducing the number of trips by car, and by reducing congestion.

3.4 The notice and consultation provisions of s115 of the Transport Act 2000 have been complied with.

3.5 The terms of this Scheme are to be read subject to the provisions of sections 114 to 123 (inclusive) of the Transport Act 2000 including any regulations made under s119.

4. **SCHEME AREA**

The Scheme shall cover the area delineated in [colour] on Plan 1 attached (the "Scheme Area").

5. **FACILITIES**



- 5.1 Subject to Clause 6, the Authorities will make the Facilities available to Local Services from the Commencement Date until the Scheme ceases to have effect.
- 5.2 As part of the obligation in Clause 5.1, the Authorities shall secure that any Traffic Regulation Order and/or other contractual or other arrangement necessary to deliver the Facilities are made and maintained whilst the Scheme has effect.
- 5.3 The Authorities confirm that they have secured arrangements for the effective enforcement of the Traffic Regulation Orders required to deliver the Facilities, and for the enforcement of other Traffic Regulation Orders in the Scheme Area while the Scheme has effect. This includes where necessary any contracts or service level agreements with relevant third parties.
- 5.4 Clauses 5.1, 5.2 and 5.3 do not apply in relation to any period during which the Authorities are temporarily unable to fulfil their obligations under them owing to circumstances beyond their control.
- 5.5 A code of practice for the implementation, modification and maintenance of the Facilities is shown at Schedule 5. This applies to all authorities including the Highways Agency as the Secretary of State's Agent with respect to any highway designated as trunk road network.

6. CONDITIONS OF USE

- 6.1 A Local Service may not use any of the Facilities unless:
 - (a) a written undertaking from the operator (in the form attached at Schedule 4) has been given to the Traffic Commissioner for each area covering the whole or part of the Scheme Area in respect of that Local Service;
 - (b) the Local Service is provided to the Standard of Service in accordance with that undertaking when using the Facilities EXCEPT for any period during which an operator is temporarily unable to do so owing to circumstances beyond his control, (provided that the Authorities are notified in writing of the reason and anticipated duration of this breach as soon as is reasonably possible after the anticipated breach becomes apparent).
- 6.3 A bus service other than a Local Service may not use the Facilities, except those exempted in Schedule 2, part B.
- 6.4 Any operator of a Local Service using the Facilities who fails to comply with Clause 6.1 above may be subject to action by the Traffic Commissioner in accordance with section 26 (conditions attached to PSV operator's licence) of the Transport Act 1985 and section 155 of the Transport Act 2000.



7. **MONITORING**

- 7.1 No more than 10 working days after the close of each six month period of the Scheme (the first such period to begin on the Commencement Date) the operator of a Local Service using the Facilities shall provide to the Authorities a written report giving such details of its delivery of the Standard of Service in such period as the Authorities shall from time to time request. Unless otherwise requested this will consist of the entire six month period.
- 7.2 The Authorities retain the right to monitor compliance with the Standard of Service specified at Schedule 1 in respect of a Local Service which is using the Facilities and operators of such services will allow the Authorities reasonable access to any Local Service and provide them with any reasonable assistance they require for this purpose, including the provision of relevant information, which shall be treated in confidence.
- 7.3 The Authorities shall monitor and evaluate, for services using the Facilities:
- bus journey times;
 - bus journey time reliability; and
 - bus passenger usage.
- 7.4 These shall be against the baseline data shown at Schedule 6. In addition to their undertaking to the Traffic Commissioner shown at schedule 4, operators of Local Services using the Facilities will be required to provide the Authorities with patronage information in an agreed format from Electronic Ticket Machines under the terms of section 143 of the Transport Act 2000. Bus operators of Local Services using the Facilities will also be required to provide bus journey time and reliability information from the Real Time Passenger Information systems implemented as part of this Scheme. This will be under the terms of the Data Sharing Agreement included in Schedule 7. It is recognised that these data may be required under the Punctuality Improvement Partnerships (PIPs) relevant to this corridor, and that data collected under the terms and for the purposes of the PIPs will be acceptable for this QBPS.
- 7.5 Targets for changes to bus journey times, bus journey time reliability, and bus passenger usage, will be determined with reference to the JLTP Local Transport Plan and Bus Strategy and are as stated in the Punctuality Improvement Partnerships relevant to this Scheme Area.

8. **OTHER**

- 8.1 Should one or more of the Authorities fail to fulfil its obligations under section 5, then the procedure outlined below shall be followed.

Steering Group and Partner Group

- a) The parties shall throughout the continuance of this Agreement maintain:-



- i) a Steering Group which shall comprise at least one representative from each of the parties to this Agreement and shall be chaired initially by the [] representative;
 - ii) a Partner Group which shall comprise the [] from time to time of FirstGroup's UK Bus Division, the [] from time to time for [Local Authority 1], the [] for [Local Authority 2] etc... or their respective nominees and shall be chaired by [].
- b) The Steering Group shall meet every four weeks following the date of this Agreement (or at such other intervals as may be agreed between the parties) and may establish working groups to meet as and when required.
 - c) Should a dispute arise between the parties in relation to this Agreement, before invoking the procedures set out in Clause e), the parties shall arrange a meeting of the Steering Group as soon as reasonably practicable after the dispute has arisen and shall attempt in good faith to negotiate the settlement of such a dispute at such Steering Group meeting. If the parties fail to resolve the dispute within 14 days of such Steering Group meeting then the parties shall refer the dispute to the Partner Group which will meet as soon as reasonably practicable after such referral, but in any event no later than 14 days after such referral, to seek to resolve the dispute within 7 days of that meeting by negotiation in good faith.
 - d) Each party shall be responsible for its own costs in relation to its obligations under this Clause.

Dispute Resolution Procedure

- e) If any dispute arises between the parties in relation to this Agreement and the matter has not been resolved by the procedures in Clause 0 then the parties shall, in good faith, seek to resolve the dispute through a mediation. The mediator and the procedure to be followed in the mediation shall be agreed between the parties within 14 days of one party requesting mediation, failing which the mediator shall be appointed by the Centre for Dispute Resolution and the procedure established by the mediator.
- f) The costs and fees associated with the mediation shall be borne equally by the parties.
- g) In the event that the dispute has not been resolved to the satisfaction of both parties within 60 days after the appointment of the mediator, or either party refuses to agree to mediation or withdraws from the mediation, then the dispute shall be referred to litigation and the parties will be free to pursue their remedies without further reference to this clause.



- h) Nothing in this clause shall prevent either party seeking a preliminary injunction or other judicial relief at any time if in its judgement such action is necessary to prevent irreparable damage.
 - i) If the parties do reach agreement as to resolution through the procedure set out in Clause 10 and this Clause, such agreement shall be recorded in writing and signed by the parties whereupon it shall become binding upon the parties.
- 8.2 Should the dispute resolution procedure fail, then any bus operator affected may withdraw its services from the Scheme Area or instigate legal proceedings against the Authority to force it to honour its obligations or to recover damages.



SIGNED on behalf of Bath and North East Somerset Council by

Name

Position
(Director)

SIGNED on behalf of Bristol City Council by

Name

Position
(Director)

SIGNED on behalf of North Somerset Council by

Name

Position
(Director)

SIGNED on behalf of South Gloucestershire Council by

Name

Position
(Director)



BATH & NORTH EAST SOMERSET



**SIGNED on behalf of the Secretary
Of State for Transport by**

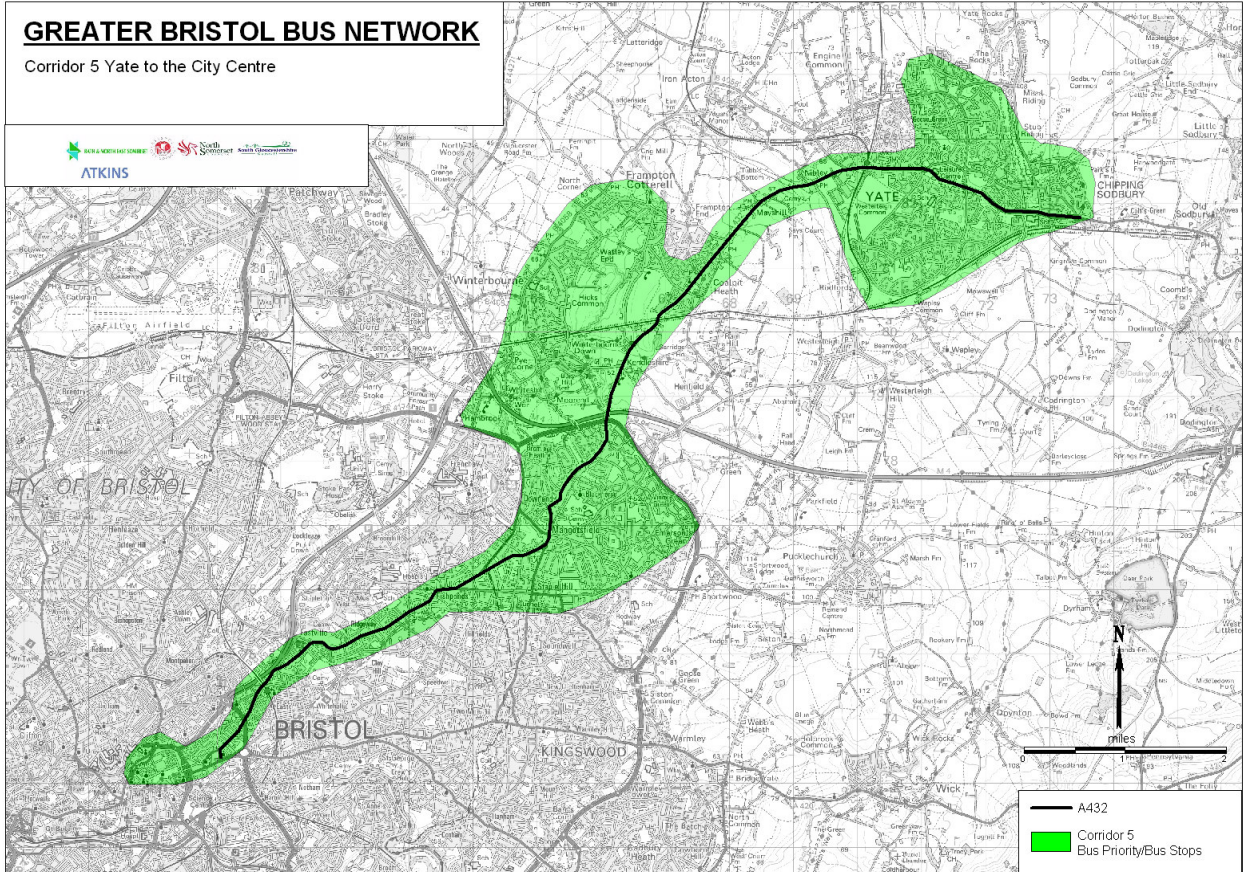
Name

**Position.
(Highways Agency)**

[NOTE: ONLY THOSE AUTHORITIES WHERE THE SCHEME AREA LIES WILL BE CO-SIGNATORIES TO THIS SCHEME]



PLAN 1 (Example)





SCHEDULE 1 **Standard of Service**

1 Reliability

- 1.1 Operators of Local Services using the Facilities undertake to provide reliable and punctual services and in accordance with bus service registrations and their commitments to the Traffic Commissioner.
- 1.2 Operators of Local Services using the Facilities 1) undertake to transfer passengers from a broken down bus onto alternative services (including the provision of a replacement bus if necessary) within 30 minutes of that breakdown and 2) to secure removal of a broken down bus within 60 minutes of that breakdown should it be blocking or impeding traffic flow.

2 Network Stability

- 2.1 Operators of Local Services using the Facilities undertake only to make changes to routes and timetables in strict accordance with the "Code of Conduct on Service Stability" agreed in advance with the Authorities. The frequency of changes will generally be no more than three service change dates a year: January; April, and September (dates to be agreed). In parts of the region where, due to seasonal variations or changes or linked to school term dates additional changes may be required. In these cases the operators and the Authorities will work together to ensure as much advanced notice as possible.
- 2.2 Operators of Local Services using the Facilities undertake to notify the Authorities of any intended service changes 21 days in advance of registration, subject to the confidentiality agreement shown at Appendix A to Schedule 1.

3 Fare Revisions

- 3.1 Operators of Local Services using the Facilities undertake to notify the Authorities of any fare changes 21 days before they come into effect, subject to the confidentiality agreement shown at Appendix A to Schedule 1.

4 Accessibility

- 4.1 All buses using the Facilities will conform to the requirements of the Public Service Vehicle Accessibility Regulations 2000 and will be equipped with a fully functioning wheelchair ramp access facility. These requirements are set out in detail below.

Floor and Gangways

(1) All floors within the total floor area of a vehicle using the Facilities shall be slip-resistant.

(2) All vehicles using the Facilities shall contain a priority floor area which shall -



- (a) not contain steps;
- (b) provide access to at least one priority entrance to, and one priority exit from, the vehicle or access to steps which lead to such entrances and exits;
- (c) contain all priority seats specified in paragraph 3; and
- (d) have a slope of not more than 3° in any direction, or not more than 5° in any direction within the doorway area, when the vehicle is unladen standing on a level surface and in its normal condition of travel.

(3) Any gangway within the priority floor area of a vehicle using the Facilities shall have a width of -

- (a) not less than 450mm up to a height of 1400mm measured vertically from the floor of the vehicle, and
- (b) not less than 550mm at heights exceeding 1400mm measured vertically from the floor of the vehicle.

Priority seats

(1) All vehicles using the Facilities shall have not less than 4 seats designated as priority seats for use by disabled persons.

(2) Any priority seat fitted to a vehicle using the Facilities shall comply with the following requirements -

- (a) a priority seat shall not be a seat which is capable of being tipped, folded or otherwise moved;
- (b) a priority seat shall face only the front or the rear of the vehicle;
- (c) a priority seat shall be as close as practicable to a priority entrance;
- (d) there shall be adequate space under or adjacent to at least one priority seat for the comfortable accommodation of a dog trained to assist a disabled person;
- (e) any armrest fitted to a priority seat shall be moveable to the extent required to permit unrestricted access by a disabled person to that seat or to any other priority seat to which access may be gained past the seat;
- (f) a cushion of a priority seat shall have a width of not less than 440mm measured at the widest point across the surface of the cushion, such distance being equally spaced either side of the centreline of the seating position;
- (g) the top surface of a cushion of a priority seat shall be at a height of not less than 400mm and not more than 500mm above the floor of the vehicle measured from the front edge of the seat and along an imaginary line passing vertically from the centreline of the seating position to the floor;
- (h) where a priority seat faces the same direction as a seat situated directly in front of the priority seat –

- (i) the distance between the front surface of the back of the priority



seat and the back surface of the back of the seat in front (measured along an imaginary horizontal line passing along the top surface of the cushion of the priority seat and through the centreline of the seating position of the priority seat) shall not be less than 650mm, and
(ii) where the back of either seat is adjustable, this measurement shall be made with the seat or seats in the manufacturer's nominal position for normal use;

(j) where a priority seat faces any other seat -

(i) the distance between the front surface of the back of the priority seat and the front surface of the back of the facing seat (measured along an imaginary horizontal line passing along the top surface of the cushion of the priority seat and through the centreline of the seating position of the priority seat) shall not be less than 1300mm, and
(ii) where the back of either seat is adjustable, this measurement shall be made with the seat or seats in the manufacturer's nominal position for normal use;

(k) there shall be -

(i) not less than 1300mm of clear space above any point along the front edge of the top surface of a cushion of a priority seat measured vertically from the top surface of the cushion,
(ii) not less than 900mm of clear space above any point along the rear edge of the top surface of a cushion of a priority seat measured vertically from the top surface of the cushion, and
(iii) clear space between any point on the top surface of a cushion of a priority seat and an imaginary plane connecting the maximum height of clear space specified in (i) above to the maximum height of clear space specified in (ii) above; and

(l) where a priority seat faces the same direction as a seat situated directly in front of the priority seat or if the priority seat faces a bulkhead or a partition, there shall be -

(i) above an imaginary horizontal plane passing along the top surface of a cushion of a priority seat and situated in front of the front edge of the cushion, a volume of clear space of not less than 230mm measured in the longitudinal plane of the priority seat, of not less than 420mm measured in the transverse plane of the priority seat (such distance being equally spaced either side of the centreline of the seating position) and of a height not less than the height of the back of the priority seat;
(ii) below an imaginary horizontal plane passing along the top surface of a cushion of a priority seat and situated in front of the front edge of



the cushion, a volume of clear space of not less than 230mm measured in the longitudinal plane of the priority seat, of not less than 300mm measured in the transverse plane of the priority seat (such distance being equally spaced either side of the centreline of the seating position) and of a height not less than the height of the priority seat cushion, and

(iii) where a priority seat is situated facing a bulkhead or a partition which is more than 1200mm in height measured vertically from the floor of the vehicle, the distances measured in the longitudinal plane of the priority seat referred to in (i) and (ii) above shall not be less than 300mm.

(3) There shall be a sign on or near a priority seat indicating that disabled persons have priority for the use of that seat.

(4) In sub-paragraph (2) the phrase "manufacturer's nominal position for normal use" means the position of an adjustable seat which the manufacturer of the seat recommends, or has nominated, as being the normal position for using that seat.

Steps

(1) Steps for use by passengers on a vehicle using the Facilities shall (subject to sub-paragraph (6)) comply with the following requirements -

- (a) the surface of each tread shall be covered in a slip-resistant material;
- (b) step nosings shall be designed to minimise the risk of tripping;
- (c) across the front edge of each tread there shall be a band of colour not less than 45mm and not more than 50mm in width, which shall contrast with the remainder of the tread;
- (d) the rear of a step shall be closed by a vertical riser between the rear of the tread and either the front edge of the tread above or the floor of the vehicle above;
- (e) any step, other than an external step or a step to a seat fitted to any part of a wheelarch or a step in (f) below, shall -

- (i) not be less than 120mm and not more than 200mm in height, and
- (ii) the surface of the tread shall not be less than 300mm deep and not less than 400mm wide;

- (f) any steps between a gangway and a passenger seat or a row of passenger seats, other than a step to any seat fitted to any part of a wheelarch, shall not be more than 250mm in height; and
- (g) in a flight of steps, the difference in height between any two steps shall not be more than 10mm.



(2) The height of a step in sub-paragraph (1) shall be measured vertically from the surface of the tread, and at the centre of the tread width, to an imaginary line extended horizontally from the surface of the next tread or floor of the vehicle.

(3) An external step, leading from not less than one priority entrance and to not less than one priority exit, shall -

(a) not be more than 250mm in height measured -

- (i) from the surface of the tread of the external step to the ground,
- (ii) if the vehicle is fitted with a kneeling system, with the regulated public service vehicle at its minimum height, and
- (iii) at the centre of the tread width; and

(b) not be less than 300mm deep.

(4) All vehicles using the Facilities shall not be fitted with a step which can project beyond the side of the vehicle adjacent to the step unless -

- (a) the step is protected by parts of the vehicle or otherwise so that it is not liable to injure pedestrians; or
- (b) the step can fold or retract so that it does not project beyond the side face of the vehicle and the vehicle is not capable in the normal course of being driven away unless the step is so folded or retracted.

(5) Where a vehicle using the Facilities is fitted with a power-operated step, that step shall -

- (a) not be capable of operation whilst the vehicle is in motion, and
- (b) be fitted with a safety device which stops the motion of the step if the step is subject to a reactive force not exceeding 150N in any direction and if that motion could cause injury to a passenger.

(6) Sub-paragraphs (1)(d), (e) and (g) shall not apply to those steps in a double-deck bus which lead from the lower deck to the upper deck.

Handrails and handholds

(1) A handrail shall be fitted in the following positions in a vehicle using the Facilities

(a) along one or both sides of a gangway -

- (i) from a position level with the top of the back of a seat extending to the ceiling of the vehicle, or to a height of not less than 1500mm measured vertically from the floor of the vehicle, at intervals of not



more than 1050mm measured in the longitudinal direction of the vehicle, or

(ii) in areas where there are no seats adjacent to a gangway, from the floor to the ceiling, or to a height of not less than 1500mm measured vertically from the floor of the vehicle, at intervals of not more than 1050mm measured in the longitudinal direction of the vehicle, and

(iii) where the gangway is adjacent to the internal walls of the vehicle, horizontally along the internal wall of the vehicle and parallel to those walls at a height of not less than 1200mm and not more than 1500mm measured vertically from the floor of the vehicle;

(b) in any area where passengers may stand other than a gangway -

(i) where the area is adjacent to the internal walls of the vehicle, horizontally along the internal walls of the vehicle and parallel to those walls at a height of not less than 1200mm and not more than 1500mm measured vertically from the floor of the vehicle, and

(ii) in any other area, from the floor to the ceiling, or to a height of not less than 1500mm measured vertically from the floor of the vehicle, at intervals of not more than 1050mm measured in the longitudinal direction of the vehicle;

(c) from the doorway area immediately adjacent to a priority entrance to not less than one of the priority seats at a height of not less than 800mm and not more than 900mm measured vertically from the floor of the vehicle or, where it is not practical to comply with those requirements, the handrail need not be continuous provided any gap does not exceed 1050mm and a vertical handrail is provided on at least one side of the gap extending from a height of at least 1200mm to a height of not less than 1500mm measured vertically from the floor of the vehicle; and

(d) on both sides of the interior of an entrance or exit -

(i) in the case of any external step in the vehicle entrance which is fixed, not more than 400mm measured from the outer edge of the step nosing and at a height of not less than 800mm and not more than 1100mm measured vertically from the ground, with the vehicle at its minimum height if the vehicle is fitted with a kneeling system,

(ii) in the case of an external step in the vehicle entrance which is not fixed, on both sides of the interior of an entrance or exit not more than 100mm from the outer edge of the step nosing of the lowest fixed step in the vehicle entrance and at a height of not less than 800mm and not more than 1100mm measured as mentioned in (i) above, and

(iii) in the case of any other steps leading into a vehicle, for the position appropriate to a particular step, at not more than 600mm measured horizontally and inwards from the outer edge of the step



nosing of the tread of a step or the floor of the vehicle and at a height of not less than 800mm and not more than 1100mm measured vertically from the surface of the tread of the step.

(2) Where -

- (a) it is necessary to provide access to and into a wheelchair space, and
- (b) it is not possible to comply with the requirements of sub-paragraph (1)(b) or (1)(c),

a horizontal handrail or, at intervals of not more than 300mm, a series of handholds shall be provided across the gap.

(3) Any handrail in a regulated public service vehicle that is fitted in order to comply with this paragraph shall comply with the following requirements -

- (a) have a circular cross section with a diameter of not less than 30mm and not more than 35mm, or when fitted at either side of an entrance or exit, an oval cross section the maximum section of which is not more than 35mm and not less than 30mm, and the minimum section of which is not less than 20mm;
- (b) not be less than 800mm or more than 1900mm above the floor of the vehicle;
- (c) have a clear space of not less than 45mm between any part of the vehicle and all parts of a handrail other than its mountings;
- (d) have a slip-resistant surface;
- (e) be capable of being easily and firmly gripped by a passenger; and
- (f) contrast with the parts of the vehicle adjacent to the handrail.

(4) Any handhold in a regulated public service vehicle that is fitted in order to comply with this paragraph shall comply with the following requirements -

- (a) not be less than 800mm or more than 1900mm above the floor of the vehicle;
- (b) have a clear space of not less than 45mm between any part of the vehicle and all parts of a handhold other than its mountings;
- (c) have a loop shape, or some other form, designed to prevent a hand from slipping from the handhold;
- (d) have a slip-resistant surface;
- (e) be capable of being easily and firmly gripped by a passenger; and
- (f) contrast with the parts of the vehicle adjacent to the handhold.

(5) A handhold may be placed within the space of a gangway provided -

- (a) it is unlikely to cause injury; and
- (b) it is easily moveable to the extent required to permit unrestricted access



by a disabled person to a priority seat or to the gangway.

Communication devices

(1) A communication device (usually a bell push) shall be fitted in the following positions in a vehicle using the Facilities -

- (a) within reach of each person seated in a priority seat;
- (b) adjacent to not less than every third row of seats; and
- (c) at a height of -
 - (i) not more than 1200mm if the communication device is for the use of seated passengers, or
 - (ii) not more than 1500mm if the communication device is for the use of other passengers,

measured vertically from the floor of the vehicle to the centre of the device.

(2) Any communication device shall comply with the following requirements -

- (a) a communication device shall be operable by the palm of the hand;
- (b) the surround of the communication device shall contrast with the device and with the surface on which the surround is mounted; and
- (c) when operated, a communication device shall -
 - (i) provide a signal to the driver of the vehicle to stop the vehicle,
 - (ii) activate an audible signal which is audible in the passenger areas, and
 - (iii) activate at least one illuminated stopping sign on each deck of the vehicle or, in the case of an articulated vehicle, on each section of that vehicle, which is, or would be, within the field of vision of the passengers seated on a majority of the seats on that deck or in that section, and

(3) An illuminated stopping sign -

- (a) shall not use only capital letters; and
- (b) shall display illuminated the word "stopping" or a word or words to that effect immediately a communication device is activated and until at least one of the exits is open.

Kneeling Systems

(1) Where a vehicle using the Facilities is fitted with a kneeling system, the vehicle



and system shall comply with the following requirements -

- (a) a switch shall be required to be used to enable operation of the system;
- (b) any control which initiates the lowering or raising of any part or the whole of the body relative to the road surface must be clearly identified and under the direct control of the driver of the vehicle;
- (c) the lowering process shall be capable of being stopped and immediately reversed by a control which is both -

- (i) within reach of the driver whilst seated in the cab, and
- (ii) adjacent to any controls provided for the operation of the kneeling system; and

- (d) the kneeling system shall not -

- (i) allow the vehicle to be driven at a speed of more than 5km/h where the vehicle is lower than the normal height of travel, or
- (ii) allow the vehicle to be lowered when the operation of an entrance or exit door (other than an emergency door) is prevented for any reason.

(2) In this paragraph "emergency door" means an external door which is generally intended for use only in an emergency.

Route and destination displays

(1) All vehicles using the Facilities shall be fitted with a route number display and a destination display in the following positions -

- (a) on the front of the vehicle, as close as practicable to that part of the windscreen which is within the driver's field of vision; and
- (b) on the nearside of the vehicle adjacent to the entrance which is closest to the front of the vehicle at a height of not less than 1.2m to the lower edge of the display characters and not more than 2.5m to the upper edge of the display characters measured from the ground and, if fitted with a kneeling system, with the vehicle in the normal condition for vehicle travel.

(2) All vehicles using the Facilities shall be fitted with a route number display on the rear of the vehicle.

(3) Any route number display shall be capable of displaying -

- (a) characters of not less than 200mm in height on the front and rear of the vehicle and not less than 70mm in height on the side of the vehicle;
- (b) characters that contrast with the display background;
- (c) characters that are provided with a means of illumination; and



(d) not less than three characters.

(4) Any destination display shall be capable of displaying -

- (a) characters of not less than 125mm in height when fitted to the front of a vehicle and not less than 70mm in height when fitted to the side of a vehicle;
- (b) characters that contrast with the display background;
- (c) characters that are provided with a means of illumination; and
- (d) not less than fifteen characters.

(5) Destination information shall not be written in capital letters only.

(6) In this paragraph -

"character" means capital letters or numbers of a specified height and lower case letters of a size relative to the text of a capital letter for a given typeface;
"destination" means a word or words to describe the route or final destination;
and
"route number" means any combination of numbers or letters which designate a bus route.

5. Emissions

5.1 All buses using the Facilities will comply with Euro IV emission standards from the Commencement Date.

6. Capacity

6.1 Operators of Local Services will ensure that sufficient capacity is provided on their buses such that no passengers should be left standing at a bus stop because a bus is full, save in cases of exceptional demand caused by service disruption or other events beyond the operator's control.

7. Communication and Service Control

7.1 All buses using the Facilities will be fitted either with Real Time Passenger Information (RTPI) systems, two-way radio or the drivers equipped with hands-free mobile telephones to enable communication between operators' control centres and drivers at all times.

8. Passenger Security

8.1 All buses using the Facilities will have capabilities for on-board Closed Circuit Television (CCTV) monitoring systems giving clear views of passenger saloons, entrances and exits and the driver's view of the highway. These must meet Home Office standards for evidential quality, will be in continuous operation, and data therefrom will be retained to enable prosecution and will be capable of interfacing with Police and Authorities' CCTV systems. All operators of Local Services will use reasonable endeavours to ensure that the CCTV equipment is in continuous



operation.

9. Passenger Information

- 9.1 Where an agreement does not otherwise exist for the Authorities to provide up-to-date bus service information at bus stops, operators of services using the Facilities undertake to provide, in accordance with any Bus Information Strategies that the Authorities might produce, and in accordance with s139 of the Transport Act 2000, up-to-date information at bus stops which conforms to the GBBN template for bus stop timetable displays (shown at schedule 8). Operators of services using the Facilities will also provide passenger information through the Traveline public transport information enquiry line; and website and local public transport information enquiry website and on the Transport Direct website or any successor media thereto.
- 9.2 Buses using the Facilities will display internally up to date accurate agreed route, timetable and promotional information appropriate to the route(s) being operated. Any out-of-date information must be removed as soon as it ceases to be current. Notices including contact numbers for lost property and customer comment should also be displayed.
- 9.3 Operators of buses using the Facilities undertake to display notices on each saloon of all vehicles announcing forthcoming service and fare changes relevant to the Scheme Area, at least 14 days in advance of the date on which changes will take effect.
- 9.4 Operators of Local Services using the Facilities undertake to inform Traveline and the Authorities in advance wherever possible of any known disruptions, substantial delays or cancellations to bus services in the Area.
- 9.5 Operators of Local Services using the Facilities will make their buses available to the Authorities to fit Real Time Passenger Information systems and ancillary equipment. The same operators undertake to use reasonable endeavours to ensure that such equipment is active and functions correctly and to report any defects the Authorities within 24 hours. Further, the same operators undertake to ensure that in the event of a bus being transferred away from the Area, any Real Time Passenger Information equipment belonging to the Authorities is returned to the Authorities in good condition. A full legal agreement covering the fitment, use and information from Real Time Passenger Information systems is shown at Schedule 7. Operators of Local Services will be required to sign such an agreement before using the Facilities.

10. Vehicle Condition and Cleanliness

Heating and Ventilation

- 10.1 Buses using the Facilities will have functioning in normal working order a climate control system or another type of heating and ventilation system operating to maintain passenger comfort.



Route and Destination Displays

- 10.2 Buses using the Facilities must display accurate route and destination indicators at all times. These must comply with the standards set out in Schedule 2, section 8 of the PSV Accessibility Regulations 2000.
- 10.3 Temporary destination and number displays must comply with paragraphs 8 (3) (a) and (b) of Schedule 2 of the PSV Accessibility Regulations 2000 and only be used as substitute for normal destination equipment in the event of emergency.

Lighting and Ancillary Equipment

- 10.4 All vehicles using the Facilities must be well lit internally during hours of darkness and poor daylight. All internal equipment such as bell pushes must be fully functioning.

Presentation

- 10.5 All vehicles using the Facilities must be maintained in a clean and tidy condition without damage to external panels, windscreen, windows and doors. The vehicle exteriors should be complete in finished livery and free of damage, grime and graffiti. Timescales for rectification are shown at paragraph 10.11.
- 10.6 Any windows with etching on more than 50% of the window should be replaced. Badly scratched or blown double glazed windows which impair visibility should be replaced at the earliest practical opportunity. All windows, windscreens and other glass or polycarbonate panels must be clean and free from dust, dirt, smudges, streaks and fingerprints for the start of service each day. Timescales for rectification are shown at paragraph 10.11.
- 10.7 All buses must be maintained in a clean and tidy condition, particularly interior panels, windows, floors, ventilation panels and grilles. The bus interior should be as free as reasonably practical of litter, debris, damage, contamination, grime, graffiti or unauthorised stickers. All buses must be cleaned internally for the start of service each day including floors, staircases, windows, grabrails, handrails, poles and seat frames, with used ticket boxes to be emptied, and litter and debris removed. Timescales for rectification are shown at paragraph 10.11.
- 10.8 Any racist, obscene or abusive graffiti must be removed as soon as reasonably practical and in any case before the bus next enters service on a subsequent day.
- 10.9 All seat cushions, backs, bases and materials must be maintained in a clean and tidy condition such that passenger clothing does not become soiled.
- 10.10 Bus operators undertake to inform the Authorities of any problems that may affect their ability to maintain vehicles in a clean and tidy condition.
- 10.11 The timescales for rectification of vehicle defects are:
- Immediately as practical, or within 5 working days if parts need to be ordered:



- CCTV, radio or telephone communication equipment, all internal equipment including lighting, bus stopping signs, destination displays, bells and electronic ticket machines.
- Within 24 hours or 5 working days if parts need to be ordered:
 - Climate control or heating and ventilation systems, leaks from roofs or windows ingressing into saloon, recurrent minor defects from chassis, engine, gearbox including suspension knocks, snatching brakes or retarders and screeching belts.
- Within 5 working days:
 - Minor body defects including all repairs to glazing specified in paragraph 10.6

11. Driver Training, Conduct and Appearance

- 11.1 Operators of buses using the Facilities undertake to fully brief drivers on the terms and objectives of the Scheme before they operate Local Buses using the Facilities.
- 11.2 Operators of buses using the Facilities undertake to ensure that drivers drive in a safe and professional manner, are polite and are trained in disability awareness. All drivers will attain City and Guilds qualification NVQ level 2 in Customer Service or agreed equivalent by 12 months from start of scheme. Operators will ensure that drivers receive training updates at least every 3 years.
- 11.3 Subject to agreement with the Authorities, it may be possible for the operators to substitute for NVQ level 2 the Driver Certificate of Professional Competence, which is to be implemented for PCV drivers from 10 September 2008.
- 11.4 Drivers of buses using the Facilities must dock buses correctly at stopping places, parallel and adjacent to raised kerbs wherever practical.
- 11.5 Drivers of buses using the Facilities must provide assistance when requested for boarding or alighting by those passengers who are elderly or have disabilities and if requested to do so, must remain stationary until boarding passengers are seated. Drivers must be aware of elderly or disabled passengers who can remain seated following a bus stop request until the bus has come to a stop. Drivers must assist passengers in wheelchairs by lifting the ramp and if requested offer assistance in accordance with PSV (Conduct of Drivers, Inspectors, Conductors and passengers) (Amendment) Regulations 2002. Drivers must have regard to their safety and security, and the safety and security of passengers, in following these behaviours.
- 11.6 Drivers must not smoke at any time while on board a bus or at any time while on duty in uniform except during designated breaks. In accordance with the Health Act 2006, drivers must leave the vehicle if they wish to smoke. Drivers must not use mobile phone handsets or consume food or drink while the vehicle is in motion.
- 11.7 Operators of buses using the Facilities will provide their drivers with a uniform and will take reasonable steps to ensure that this is worn on duty.



12. Customer Behaviour Code

- 12.1 The Health Act 2006 introduces a total ban on smoking on buses by both bus crew and passengers. All operators of Local Services using the Facilities will operate a 'no smoking' policy on board their buses at all times, for both staff and passengers, and will incorporate this in their Health and Safety training and by notices posted on all buses. Drivers will use reasonable endeavours to stop any passengers from smoking and to prevent any smoking passengers from boarding.
- 12.2 All operators of Local Services using the Facilities will operate a policy that addresses behaviour that could cause an annoyance to other passengers. This includes the prohibition of passengers from consuming alcohol or hot food on board buses, and a request to passengers to use headphones and mobile telephones with consideration for others.

13. Customer Care Policy

- 13.1 All operators of local bus services using the Facilities will participate in a Customer Charter Scheme to include compensation equivalent to the cost of the journey to passengers for journeys on Local Services in cases where:
- A low frequency service as defined by the Traffic Commissioner has departed a registered timing point more than 1 minute early or more than 10 minutes late; or
 - A high frequency service as defined by the Traffic Commissioner has experienced a delay of more than double the scheduled service headway.

This Scheme will be administered jointly by the Authorities and compensation costs will be reimbursed by the operator unless the delay is proved to be outside their control.

14. Customer Satisfaction

- 14.1 All operators of buses using the facilities will:
- Undertake quarterly attitudinal surveys to establish passengers' aspirations and reactions to the Quality Partnership Scheme; and
 - Monitor and seek to improve and maintain customer satisfaction levels amongst all passenger groups at a minimum of quarterly intervals.

15. Branding

- 15.1 Bus Operators' vehicles providing services which are entitled to use the Facilities shall display the logo and branding set out at Schedule 8.

16. Secured Services

- 16.1 Services secured by the Authorities under section 63 of the 1985 Transport Act will comply with the above standards with effect from re-tendering or from the issue of new tenders.



APPENDIX A TO SCHEDULE 1

DATA SHARING AND CONFIDENTIALITY: CLAUSE 2 NETWORK STABILITY AND CLAUSE 3 FARE REVISIONS

- 1.1 For the avoidance of doubt, this Agreement does not set out any obligation for any Party to provide its Data or Confidential Information to the other. However, if a Party ceases to provide its Data to the other Parties for any reason, this Agreement will continue in respect of Data which has already been supplied (which, for the avoidance of doubt, the other Parties may continue to use for its Permitted Use) and such cessation shall not prejudice the rights of any Party which may have arisen on or before the date of such cessation.
- 1.2 The Authorities acknowledge that Bus Operator Data or any Confidential Information relating to the Bus Operator, would not have been given, or made available, to the Authority but for the understanding that it would be held in confidence and that disclosure of the information could subject the Authorities to legal action for breach of confidence.
- 1.3 The Authorities acknowledge that all Intellectual Property Rights in the Bus Operator Data and any images, data or other items or information received from the Bus Operator shall belong to the Bus Operator, and hereby assigns to the Bus Operator all future rights, including the Intellectual Property Rights, of any Bus Operator Data.
- 1.4 The Bus Operator grants to the Authorities a non-exclusive world-wide royalty-free licence to use (and permit the use) of its Data strictly for the Authority's Permitted Use, provided that the Authority shall not use or permit the use of the Operator's Data without the prior written agreement of the other Operator where such use:
- 1.4.1 may reasonably be considered to be detrimental to the business interests of the Operator;
 - 1.4.2 is by a person who may reasonably be considered to be a business competitor of the Operator; or
 - 1.4.3 is for financial gain.
- 1.5 The Authorities acknowledge and agree that they will not use the Operator's Data for any purpose other than its Permitted Use without the prior written consent of the Operator. If the Authority wishes to make use of the Operator's Data for any purpose other than its Permitted Use (such other purpose being hereafter called a "Prohibited Use") it shall notify the Operator (including full details of the use to be made, and the third parties to whom it may be disclosed) and the Operator may at its sole discretion:
- 1.5.1 grant its consent to such Prohibited Use without conditions;
 - 1.5.2 grant its consent with such conditions as it requires e.g. (but without limitation) requiring:
 - a) that the outputs from such Prohibited Use are not be disclosed to any other third party without further consent from the Operator;



- b) that third parties to whom data is disclosed enter into confidentiality arrangements with the Operator;
- c) destruction of data created after the Prohibited Use; and
- d) a full indemnity in respect of loss or damage flowing from the Prohibited Use; and/or
- 1.5.3 withhold its consent,
- 1.5.4 If the authorities request the use of the Bus Operator's Data as detailed in Clause 1.5 and that request may lead to use of the Bus Operator Data for the purposes set out in sub-clause a) above; any approval given by Bus Operator under Clause 1.5 shall not be deemed to approve such use unless:
 - a) that use has been drawn to Bus Operator's attention by the Authorities; and
 - b) Bus Operator expressly sets out in writing that the approval given includes approval for the relevant data to be used for the purposes set out in sub-clause a) as relevant.
- 1.6 Should a Traffic Commissioner request that the Authorities provide it with Bus Operator Data, the Authorities will, without exception, refer that Traffic Commissioner to Bus Operator and will not release any Bus Operator Data to any Traffic Commissioner themselves.
- 1.7 The Authorities shall not, save as provided in Clauses 1.5 to 1.10:
 - 1.7.1 divulge or communicate to its employees, except for purposes agreed between the parties; or
 - 1.7.2 divulge or communicate to any other person; or
 - 1.7.3 use or exploit for any purpose whatsoever,
 - 1.7.4 any Bus Operator Confidential Information.
- 1.8 These restrictions and prohibition on use, exploitation, communication and disclosure set out in this Clause 1.8 shall continue to apply after the expiration or termination of the Agreement without limit in point of time, but shall cease to apply to any data, information or knowledge to the extent that it may properly come into the public domain through no fault of the person receiving the same or which the receiving Party could demonstrate was known prior to its receipt of such information.
- 1.9 Notwithstanding any other provision of this Clause 1.9 a Party receiving information to which this Clause 1.9 applies may disclose the same to the extent required by law or regulation provided that, (where practical and lawful to do so) before disclosure occurs it gives prompt written notice of the proposed disclosure to the party who disclosed it in order to afford to that party an opportunity to prevent disclosure through appropriate legal means.
- 1.10 Bus Operator and the Authorities shall each ensure that its employees and any other parties to whom the data is disclosed to are aware of and comply with the provisions of this Clause 1.10.



SCHEDULE 2

Excluded Services

The following Local Bus services are excluded from this scheme:

- Services which operate for the primary purpose of carrying schoolchildren or students between their home and a school or Further Education College at the start or finish of the school day;
- Services operating with a frequency of one service per day or less, on any day(s) of the week;
- Services which operate in the Scheme Area but which are not registered to operate along a route whereby any of the bus priority measures provided under the Scheme (as defined in Schedule 3) would be available to them;
- Community Transport or Dial-a-Bus services which are restricted to use by pre-registered passengers only;
- Scheduled express services not eligible for Bus Service Operators Grant;
- Other scheduled services operated, marketed and branded as part of the National Express coach network or any successor thereto; and
- Any Excursion or Tour service as defined in s137 of the Transport Act 1985.



SCHEDULE 3

FACILITIES

SCHEDULE 3 LISTS THE MEASURES TO BE PROVIDED UNDER THE SCHEME, INCLUDING SEPARATELY EXISTING MEASURES LESS THAN 5 YEARS OLD PROVIDED UNDER S.I. 2001 NO. 3317.

As required under s118.1(a) of the Transport Act 2000, the Authorities confirm that all measures and TRO's described in this Schedule 3 will be implemented before the Commencement Date, and that these measures will continue in operation for the duration of the QBPS for the A432 as required under s118.1(b), unless the QBPS is varied under s120 (1).



BATH & NORTH EAST SOMERSET



1a) Bus Stop Upgrades: Location and Scope of Works



1b) Bus Stop Upgrades: Standards and Specifications

ITEM	STANDARD
Shelter	<ul style="list-style-type: none"> • The current shelter standard is the XXXX range (or equivalent) • All shelters will be installed in XXXX branding as specified at Schedule 8 <ul style="list-style-type: none"> - The steel work will be [specification] - The glazing manifestations will be [specification] • All shelters will include seating provision (subject to site limitation) • All new shelters will be installed with minimum 3 no. Seats (subject to site limitation) • Any exceptions will be assessed by the Authority • All shelters with Real Time Passenger Information displays will be illuminated • All Other displays will be illuminated wherever practical (unless costs prove to be prohibitive) <ul style="list-style-type: none"> - Electricity connections are not to be taken from a street light supply - All electricity connections exceeding the cost threshold will be referred to the Authority for approval - Solar powered illuminations will be considered where practical • The overall size of new shelter installations will be determined by the result of the Shelter Evaluation • New shelters will be installed with standard glazed panels • Potential requirements for solid blocks / privacy screens / poly carbonate panels will be identified by the Condition Survey • The Authority's current approved Shelter contractor will install all Shelters



Footway Widths	<ul style="list-style-type: none"> • For shelter Installation at the rear of a footway a minimum width of 1950mm will be required for a quarter end panel shelter, 2150mm for a half end panel and 2750mm for a full end panel • For shelter Installation at the kerb edge of a footway a minimum width of 2110mm will be required for a quarter end panel shelter, 2600mm for a half end panel and 3200mm for a full end panel • For a pole installation at the rear of a footway a minimum width of 1500mm will be required • For a pole installation at the kerb edge of a footway a minimum width of 1800mm will be required • If footway width is not a restricting factor then the location of the shelter will be determined by the direction of the prevailing (winter) wind • The location, orientation and size of end panels will be determined by the <i>Condition Survey</i>
Footway	<ul style="list-style-type: none"> • There will be a section of raised kerb at a height of 220mm at all stops to allow level access to vehicles. • All stops to be wheelchair accessible with a 2m x 2m-boarding/alighting zone to be kept clear of street furniture & other obstructions • There should be a minimum area of hard standing for 5 passengers at every stop • The recommended ramp gradient on footways on quality corridors is 1:20 and the maximum acceptable gradient is 1:12 provided this is over a short distance



Carriageway	<ul style="list-style-type: none"> • A 24-hour bus stop clearway should be provided at all stops 27metres (min), but where possible 30metres. The procedure to deal with specific locations where this is not achievable will be agreed by the Authority, including the option to relocate • Contiguous with the above all stops on route should have a Bus Stop Cage marking in yellow on the carriageway • Optional XXX surfacing (0.5m wide) to further reinforce the bus box may be provided, in areas of little or no on street parking or loading, but should be mandatory where problems occur or are anticipated • Bus drivers can experience difficulties and delay when pulling out of a bus lay-by to rejoin the traffic flow. It is therefore recommended that full depth lay-bys are not provided at bus stops in the Scheme Area unless there are specific operational or safety reasons
Service Information	<ul style="list-style-type: none"> • Static bus service information (timetables) will be provided at all significant stops along routes and will be updated to reflect service changes at the agreed service change dates by the party separately identified as responsible. • All stops will be visited periodically (<i>Insert agreed frequency</i>) for general cleaning, maintenance and to ensure the information is provided and visible.
Local Info	<ul style="list-style-type: none"> • Where possible it is desirable to display local area maps and local information at stops along routes
Interchange Points	<ul style="list-style-type: none"> • Multi modal information will be available in the immediate area if the stop is an interchange point • Where the stop is designated an interchange point, signage will be provided to ensure passengers are able to determine the location of the adjacent travel mode.



BATH & NORTH EAST SOMERSET



2a) Traffic Management and Bus Priority Measures: Location and Scope of Works



3) Traffic Regulation Orders

Bristol City Council will make the following TRO's in relation to the Scheme.

**THE BRISTOL CITY COUNCIL
(VARIOUS ROADS AREA NO. X) (PROHIBITION AND RESTRICTION OF WAITING)
(CONSOLIDATION) ORDER 1988 (AMENDMENT No.) ORDER 2006**

NOTICE IS HEREBY GIVEN that Bristol City Council propose to make Orders under the provisions of Section 1(1), 2(1) and (2) and Schedule 9 of the Road Traffic Regulation Act 1984.

Detail of proposed traffic restrictions to:-

**Council TRO
Drawing
number**

- introduce a Prohibition of Waiting At Any Time on parts of
XXXX

XXXX

Further information on any TRO's for the Scheme Area is available from **XXX**

South Gloucestershire Council will make the following TRO's in relation to the Scheme.

**THE SOUTH GLOUCESTERSHIRE COUNCIL
(VARIOUS ROADS AREA NO. X) (PROHIBITION AND RESTRICTION OF WAITING)
(CONSOLIDATION) ORDER 1988 (AMENDMENT No.) ORDER 2006**

NOTICE IS HEREBY GIVEN that South Gloucestershire Council propose to make Orders under the provisions of Section 1(1), 2(1) and (2) and Schedule 9 of the Road Traffic Regulation Act 1984.

Detail of proposed traffic restrictions to:-

**Council TRO
Drawing
number**

- introduce a Prohibition of Waiting At Any Time on parts of
XXXX

XXXX

Further information on any TRO's for the Scheme Area is available from **XXX**



North Somerset Council will make the following TRO's in relation to the Scheme.

NORTH SOMERSET COUNCIL
(VARIOUS ROADS AREA NO. X) (PROHIBITION AND RESTRICTION OF WAITING)
(CONSOLIDATION) ORDER 1988 (AMENDMENT No.) ORDER 2006

NOTICE IS HEREBY GIVEN that North Somerset Council propose to make Orders under the provisions of Section 1(1), 2(1) and (2) and Schedule 9 of the Road Traffic Regulation Act 1984.

Detail of proposed traffic restrictions to:-

**Council TRO
Drawing
number**

- introduce a Prohibition of Waiting At Any Time on parts of **XXXX**

XXXX

Further information on any TRO's for the Scheme Area is available from **XXX**

Bath and North East Somerset Council will make the following TRO's in relation to the Scheme.

BATH AND NORTH EAST SOMERSET COUNCIL
(VARIOUS ROADS AREA NO. X) (PROHIBITION AND RESTRICTION OF WAITING)
(CONSOLIDATION) ORDER 1988 (AMENDMENT No.) ORDER 2006

NOTICE IS HEREBY GIVEN that Bath and North East Somerset Council propose to make Orders under the provisions of Section 1(1), 2(1) and (2) and Schedule 9 of the Road Traffic Regulation Act 1984.

Detail of proposed traffic restrictions to:-

**Council TRO
Drawing
number**

- introduce a Prohibition of Waiting At Any Time on parts of **XXXX**

XXXX

Further information on any TRO's for the Scheme Area is available from **XXX**

The Secretary of State for Transport will make the following TRO's in relation to the



Scheme.

**SECRETARY OF STATE FOR TRANSPORT
(VARIOUS ROADS AREA NO. X) (PROHIBITION AND RESTRICTION OF WAITING)
(CONSOLIDATION) ORDER 1988 (AMENDMENT No.) ORDER 2006**

NOTICE IS HEREBY GIVEN that the Secretary of State for Transport proposea to make Orders under the provisions of Section 1(1), 2(1) and (2) and Schedule 9 of the Road Traffic Regulation Act 1984.

Detail of proposed traffic restrictions to:-

TRO Drawing number

- introduce a Prohibition of Waiting At Any Time on parts of **XXXX**

XXXX

Further information on any TRO's for the Scheme Area is available from **XXX**



SCHEDULE 4

UNDERTAKING IN ACCORDANCE WITH SECTION 118(4) OF THE TRANSPORT ACT 2000

TO: Traffic Commissioner for the Western Area
[Address]

FROM: [Operator]
[Address]

[Name of Operator] hereby undertakes as from [Commencement date] to provide the following Local Services to the Standard of Service specified in the xxx Quality Bus Partnership Scheme of [Date signed] when using the Facilities.

Local Services

[List details of Local Services – registration number, route number, to/from]

All terms used in this undertaking have the same meaning as those set out in the Statutory Quality Partnership Scheme as made on [insert date of signing]

SIGNED

[insert name of Director of Operator Company]

[Title]



BATH & NORTH EAST SOMERSET



[Operator Company name]

DATE:



SCHEDULE 5

IMPLEMENTATION, MODIFICATION, MAINTENANCE AND ENFORCEMENT OF THE FACILITIES

1 General

- 1.1 The Authorities shall make any necessary modifications to the Facilities as soon as reasonably practicable and use best endeavours to complete them by a date to be agreed in writing and use all reasonable endeavours to ensure that the timing for carrying out modifications to the Facilities follows the programme determined by mutual agreement between the Authorities and the Bus Operators.
- 1.2 The Authorities will implement the Facilities or any modifications to the Facilities in such a manner so as to minimise the impact on the Bus Operators' passenger services in the Scheme Area. The Authorities will provide information on the Facilities, in particular but not only construction activities, including estimated traffic delays broken down by time period or where such estimates are not practical confirmation that such estimates will not be provided (particularly but not only in respect of road closures or significant width restriction). The Authorities shall provide such information to all Bus Operators affected by works carried out by or on behalf of the Authorities with at least 8 weeks prior written notice. The Authorities shall provide public relations and publicity support in advance of and during any modifications to the Facilities and any other works which might impair the provision of bus services in the Scheme Area, to explain to the public the reason for the works, forecast duration and the long term benefits of the Scheme.
- 1.3 Each Authority, following completion of the Facilities or any modifications thereto, shall notify the Bus Operators as soon as possible thereafter of any event or circumstance of which they are aware which will or might adversely affect the delivery of the expected benefits.
- 1.4 The Authorities will use best endeavours to ensure the repair, upkeep, maintenance and management of the Facilities to the standard specifications of maintenance and management set out in the Maintenance and Management Programme agreed by both parties, as defined below.
- 1.5 Following completion of the Facilities, the Authorities shall use best endeavours to promote and enforce, both directly and indirectly, the Traffic Regulation Orders made as part of the Scheme as specified below.

2 Maintenance of the Facilities

- 2.1 The Authorities shall use best endeavours to provide their highest standards of maintenance of the Facilities including but not limited to the following:
- a) **Signs, lines and lane colouring** of the Facilities will be inspected [annually] by the Authorities and replaced/repared if they show signs of deterioration by the



Authorities at their cost and expense. In the case of lines and lane colouring, the Authorities shall, at their cost and expense, renew these within [number] years of the date of their installation if they show signs of significant deterioration but in any event, within [number] years of the date of their installation;

- b) **Maintenance:** The Authorities will notify the operators of all programmed maintenance works prior to undertaking them;
- c) the Authorities shall inspect the Facilities every 6 months and ensure that any defects are given a "high priority" status;
- d) the Authorities shall use their best endeavours to ensure that all Bus Operators who have given the undertaking to the Traffic Commissioner shown at Schedule 4 are allowed access to the Facilities and ensure that all maintenance work takes place outside peak periods [as agreed between the parties], wherever possible, notwithstanding the provisions of clause 5.4 of the Scheme;
- e) in instances where the Bus Operators cannot be provided with access to any Facilities for the duration of any maintenance work or such works take longer than expected to complete, the Authorities shall develop jointly with the Bus Operators work programmes to minimise bus service disruption and shall provide the Bus Operators with estimates of the time delays caused by such works to the Bus Operators' services.
- f) Detailed standards are as specified below:
 - (i) Street Lighting: Rectification of faulty lamp within 8 days of notification on average;
 - (ii) Drainage: On average between 1 and 2 inspections/gulley cleans per year; also in response to notification;
 - (iii) Illuminated signs: Average outage between 2% and 10%;
 - (iv) Footways: Safety inspections undertaken between monthly and 6 monthly. Authorities to use reasonable endeavours to repair defects greater than 40mm within 24 hours of notification by the public;
 - (v) Street sweeping: every 2 weeks;
 - (vi) Footway sweeping: frequency to vary according to requirements of specific location;
 - (vii) Verge cutting: minimum of 12 times per year;
 - (viii) Winter maintenance: Scheme Area gritted within 3 hours of decision to grit; and
 - (ix) Statutory Undertakers' Activity: Scheme Area classified as traffic sensitive.
- g) **Bus Shelters:** The Authorities shall ensure that all bus shelters provided as Facilities are repaired within 48 hours of any damage being reported to the Authorities unless a bus shelter is marked with racist, obscene or abusive graffiti where the Authorities shall use reasonable endeavours to ensure that the bus shelter is repaired within 2 hours of such damage first being reported.
- h) The Authorities shall use reasonable endeavours to ensure that Bus Shelters are



cleaned every two weeks, and that repairs are undertaken within 7 days of notification. Glazing damage shall be rectified by the end of the day following the day on which it was reported to the Authorities. Any dangerous defect shall be rectified within 4 hours during normal working hours.

h) **Traffic signal** faults provided as part of the Facilities shall be attended as follows:-

i) all Urgent Faults are dealt with as follows:

[specify time limits for attendance on site, restoration of acceptable operation and permanent repairs]

ii) all non-Urgent Faults are dealt with as follows:

specify time limits for attendance on site and repairs.

iii) The Authorities shall ensure that, in relation to all faults, faxed confirmation of fault clearance is sent to the Bus Operators within the following time periods:

iv) For the purpose of this paragraph, "Urgent Fault" means any of the following faults occurring on a traffic signal:

- all lamps out;
- multiple lamp failure;
- any road traffic accident or damage to equipment on site where the equipment is rendered unsafe or inoperative;
- sticking amber, red/amber etc;
- signals failing to change;
- signals ignoring demands and running to minimum on any stage/phase;
- short minimum green; and
- short intergreen.

h) For [24 hours a day, seven days a week], the Authorities will provide a [number] hour response on site for emergencies and make safe or repair as soon as possible thereafter. In any event the Authorities shall ensure that all dangerous defects affecting the Facilities are made safe within 24 hours of being reported to the Authorities.

3 Enforcement of Traffic Regulation Orders

3.1 The Authorities shall use the powers available to them (and any extension of those powers subsequently obtained) in respect of enforcement of parking and traffic regulations made as part of the Facilities. [Co-ordination of enforcement activities with Avon and Somerset Constabulary shall be undertaken.]

3.2 Waiting and loading restrictions associated with the Facilities are to be enforced daily, with coverage [as specified]



- 3.3 The Authorities will use best endeavours to ensure that enforcement patrols will be targeted to coincide with the Peak Periods, with additional targeted enforcement of known problem areas.
- 3.4 The Authorities will continue such levels of enforcement throughout the period of this Scheme.
- 3.5 The Authorities will use their powers available to them under Part 6 of the Traffic Management Act 2004 to ensure that the scope of enforcement of the Facilities is as comprehensive as possible. The scope of this will include all offences described in the Traffic Management Act 2004, including moving traffic offences within bus lanes, for which both fixed-position and on-board vehicle cameras may be used, other moving traffic offences such as banned turns at junctions, and parking and waiting restrictions. Any Authority which does not currently enjoy these powers will use their best endeavours to obtain them.

4 Branding

- 4.1 All Facilities provided by the Authorities shall display the logo and branding set out in Schedule 8. All passenger facilities shall display this branding in a prominent position.

5 Procedure to be followed in implementing or making modifications to the Facilities

- 5.1 The Authorities shall be responsible for procuring the design, construction, completion, testing and commissioning of the Facilities or any modifications thereto.
- 5.2 The Authorities shall comply with all Legal Requirements in connection with the procurement of the Facilities or any modifications thereto.
- 5.3 The Authorities will act as employer under any contract.
- 5.4 The Authorities shall have all powers necessary or required for the implementation or modification of the facilities and shall exercise all rights in terms of and to enforce any necessary contract.
- 5.5 The Authorities shall be responsible for ensuring that all consents, licences, approvals, permissions or authorisations of any government department, authority or agency that are necessary for the implementation or modification of the facilities have been obtained or will be obtained prior to any material expenditure on the relevant part of the implementation or modification to the Facilities being incurred and have not been withdrawn.
- 5.6 The Authorities will advise the operators of Local Services of the outcome of the selection of tenderers for implementation or modification of the Facilities.



- 5.7 The Authorities shall provide the operators of Local Services with a written monthly report updating it as to the progress of implementation or modification of the Facilities and the timescales for completion of such works and the estimated timescale for completion of such works that have yet to commence.
- 5.8 The Authorities shall notify the operators of Local Services in writing as soon as practicable thereafter, in the event of any material alteration to the implementation or modification to the Facilities (including, but not limited to, any change in the quality and level of the specification of the facilities) or any event which might adversely affect any Authority's ability to carry out the required works in accordance with any timescales notified to the Bus Operators pursuant to the above paragraph.
- 5.9 The Authorities shall provide the operators of Local Services with such information in connection with the Facilities or modifications or variations thereto as the operators of Local Services shall request from time to time.



BATH & NORTH EAST SOMERSET



SCHEDULE 6

**SUMMARY OF BASELINE PATRONAGE, BUS JOURNEY TIME AND RELIABILITY
INFORMATION IN THE SCHEME AREA
SCOPE NEEDS TO BE AGREED & INCORPORATED IN THE MONITORING STRATEGY**



**SCHEDULE 7
REAL TIME PASSENGER INFORMATION SYSTEMS
DATED _____ 2007**

NEED A SPECIFIC CONTRACT FOR THIS AND A CONTRACT IS INCLUDED IN QBPS – NEEDS FURTHER DISCUSSION THIS SCHEDULE IS INCLUDED TO SHOW THAT AN AGREEMENT OF THIS FORM IS REQUIRED. UNDERSTOOD THAT BCC IS APPROACHING SIGNATURE OF AN ALTERNATIVE VERSION THAT BCC BELIEVE GIVES THE AUTHORITIES GREATER INFLUENCE. ALSO UNDERSTOOD THAT BANES AND NE SOMERSET HAVE RECENTLY CONCLUDED SIMILAR AGREEMENTS. SUGGEST THAT A TASK OF THE PROPOSED PT WORKING PARTY SHOULD BE TO REVIEW AVAILABLE AGREEMENTS AND AGREE ONE SUITABLE FOR GBBN AS A WHOLE.

- (1) BATH AND NORTH EAST SOMERSET COUNCIL
- (2) BRISTOL CITY COUNCIL
- (3) NORTH SOMERSET COUNCIL
- (4) SOUTH GLOUCESTERSHIRE COUNCIL
- (5) ANY BUS OPERATOR
- (6) SECRETARY OF STATE

AGREEMENT

relating to

Provision, Installation, Operation and Maintenance

of

**a Real Time Passenger Information System
and Associated Equipment for Bristol**



CONTENTS

Clause	Page
1 DEFINITIONS	71
2 PERIOD OF AGREEMENT	77
3 TERMINATION OF THIS AGREEMENT AND THE SUPPLY CONTRACT	78
4 PARTNERSHIP	80
5 STATUTORY OBLIGATIONS AND STANDING ORDERS	80
6 VARIATIONS	80
7 DISPUTES	80
8 INDEMNITY	81
9 LIMIT OF LIABILITY	81
10 ASSIGNMENT	82
11 NOTICES	82
12 WAIVER	83
13 GOVERNING LAW	84
14 SUPPLY CONTRACT AND THE WORKS	84



15 PROJECT MANAGEMENT 87

16 THE RTPI SYSTEM..... 87

17 INSTALLATION OF THE RTPI SYSTEM..... 88

18 EXPANSION OF THE RTPI SYSTEM..... 90

19 MAINTENANCE OF THE RTPI SYSTEM 92

20 OPERATION OF THE RTPI SYSTEM 94

21 DATA SHARING AND CONFIDENTIALITY 98

22 DATA USAGE 102

23 FREEDOM OF INFORMATION..... 104

25 VALUE ADDED TAX..... 107

APPENDIX 1 - RADIO COVERAGE MAP..... 108

APPENDIX 2 - BUS ROUTES..... 109

APPENDIX 3 - LOCATION OF LARGE SCREEN
DISPLAYS 110

APPENDIX 4 - RTPI SYSTEM ARCHITECTURE 111

APPENDIX 5 - SUPPLY CONTRACT WORKS
PROGRAMME 112



PREAMBLE

1. Bath and North East Somerset Council, Bristol City Council, North Somerset Council and South Gloucestershire Council [the Authorities] wish to purchase a Real Time Passenger Information system (RTPI System).
2. The RTPI System will be able to locate and track all instrumented buses; display variable message signs at bus stops etc and make requests for priority at traffic signal installations. It will also be able to provide current, historical and predictive fleet management data, and the analysis of this data, to enable efficient and cost effective public transport operations.
3. The Authorities have invited competitive tenders for a contract (the Supply Contract) to supply the RTPI System.
4. The Supply Contract will include requirements for the supply, installation, commissioning and initial maintenance of the equipment comprising the RTPI System. Maintenance of the RTPI System will commence on the Date of Taking-over of the Works and will continue for a period of 60 months or until 31 March 2015 whichever is the later. At the expiration of this maintenance period (the Maintenance Period) the Supply Contract will terminate.
5. The RTPI System can only be installed, operated and maintained effectively with the active co-operation and assistance of the bus operator and any other bus operator who wishes to participate in the Quality Bus Partnership Scheme (hereinafter known as the Bus Operators).
6. This document forms the legal Agreement between the Authorities and the Bus Operators to enable the installation of the RTPI System to take place and to ensure that the system will continue to be funded, operated and maintained for a minimum period of 6 years after the Supply Contract has terminated.



BATH & NORTH EAST SOMERSET



7. The Agreement will enable the Authorities' Contractor to install and maintain RTPi equipment at the offices, depots and on the buses owned and operated by the bus operators.
8. The Authorities and the Bus Operators enter into this Agreement with the intent of working effectively and harmoniously together to fund, operate, promote and deliver the RTPi System; thus encouraging bus patronage and improving the bus travel experience for the people of the Greater Bristol area.



THIS AGREEMENT is made on

2007

BETWEEN:-

- (1) BATH AND NORTH EAST SOMERSET COUNCIL [ADDRESS]
- (2) BRISTOL CITY COUNCIL [ADDRESS]
- (3) NORTH SOMERSET COUNCIL [ADDRESS]
- (4) SOUTH GLOUCESTERSHIRE COUNCIL [ADDRESS]
- (5) BUS OPERATOR [REGISTERED OFFICE]
- (6) SECRETARY OF STATE

(3) **WHEREAS:**

- (A) The Authorities and the bus operator wish to enter into an Agreement for securing the installation, commissioning, maintenance and operation of an RTPI System as part of the Greater Bristol Bus Network (the Project);
- (B) The said parties have agreed to contribute funding towards the cost of the Project and the bus operators participate in the project as a Bus Operator; and
- (C) The parties wish their future relationship concerning their involvement in this Project, including the provisions for ongoing maintenance and operation of the RTPI System to be governed strictly by the arrangements set out within the terms of this Agreement.

AGREED TERMS :

The Authorities and the bus operators covenant and agree as follows:-

1 DEFINITIONS

1.1 In this Agreement, the following expressions will have the following meanings assigned to them:-



- "Agreement"** shall be this Agreement, (including any properly executed mutually agreed variation thereof) and shall include all schedules, plans, specifications and documents annexed to this Agreement (or to any mutually agreed variation)
- "Bus Operator Data"** means the data and information listed as Bus Operator Data in Clause 22.1 plus any other data made available for this Project or obtained from the RTPI System relating to Bus Operator's operations
- "Bus Operator Permitted Use"** means the uses listed in Clause 22.2 for which bus operator is permitted to use the Authorities' Data
- "Authorities"** means the Authorities
- "Bus Operator"** shall be any bus operator operating within (or partly within) the Scheme Area who is (or will be) using the RTPI System or RTPI Equipment or is (or will be) sharing data for use with the said system or equipment
- "Confidential Information"** means the trade secrets or confidential knowledge or information or any financial or trading information that is supplied or obtained as a result of being a Party to this Agreement.
- "Date of Taking-over"** means the date on which the Authorities sign a Taking Over Certificate in respect of the whole or a Section of the Works in accordance with the Supply Contract
- "Authorities' Contractor"** shall be the contractor whose tender to undertake the Works will be accepted by the Authorities and who shall enter into the Supply Contract
- "FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time



to time and/or any legislation amending or replacing the same together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation (including the Environmental Information Regulations 2004 or the Code of Practice on the Discharge of Public Authorities' Functions under Part III of the FOIA (as may be amended from time to time))

"Insolvent"

means

- (a) in relation to a company:-
 - (i) it shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("**the Insolvency Act**") or
 - (ii) a proposal is made for a voluntary arrangement under Part I of the Insolvency Act or
 - (iii) an encumbrancer takes possession or a receiver or an administrative receiver or administrator is appointed of the whole or any part of the assets or undertaking of the relevant company or any event occurs in any jurisdiction which has an equivalent or similar effect to any of the above events or
 - (iv) a provisional liquidator is appointed under section 135 of the Insolvency Act



or

- (v) an order is made or an effective resolution is passed for the winding up of the relevant company (except for the purposes of a reconstruction or amalgamation whilst solvent)
 - (vi) a proposal is made for a scheme of arrangement under section 425 of the Companies Act and
- (b) in relation to an individual:-
- i) an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Insolvency Act
 - ii) a bankruptcy petition is presented under Part IX of the Insolvency Act or
 - iii) he enters into any deed of arrangement with his creditors

"Intellectual Property Rights"

means patents, designs, trade marks, service marks, trade names, logos, get-up, domain names, copyright (including rights in computer software), database rights, confidential information, know-how, whether registered



or not including applications for registration and all similar forms of protection anywhere in the world

"Maintenance Contractor" shall be the specialist contractor who enters into the Ongoing Maintenance Contract

"the Authorities' Data" means data and information listed as the Authorities' Data in Clause 22.2 plus any other data made available for this Project or obtained from the RTPI System relating to the Authorities' operations

"The Authorities Permitted Use" means the uses listed in Clause 22.1 for which the Authorities are permitted to use the bus operator data

"Maintenance Contract" means the contract or contracts to be made between the Maintenance Contractor and the Authorities for the ongoing maintenance of the RTPI System during the Maintenance Period

" Maintenance Costs" means the costs payable to the Maintenance Contractor under the Maintenance Contract

"Maintenance Period" means the period commencing on the expiration of the Maintenance Period and expiring on the date upon which this Agreement ceases to have effect pursuant to Clause 2

"Party" or "Parties" shall be the Parties to this Agreement

"Permitted Use" means the Bus Operator Permitted Use or the Authorities Permitted Use as the case may be

"Project" shall be the installation, operation and maintenance of a RTPI System for the Greater Bristol Bus Network

"Requests for Information" shall have the meaning set out in the FOIA or any apparent request for information under the FOIA



- "RTPI Data"** means the Bus Operator Date and the Authorities Date and any other data specifically made available for this Project or obtained from the RTPI System, whether in the form of written and/or printed documentation or stored on magnetic or electronic media or communicated over communication lines. Unless the data / information were previously in the public domain it shall be considered confidential.
- "RTPI Equipment"** means equipment comprising any relevant part of the RTPI System
- "RTPI System"** shall be the Real Time Passenger Information System to be operated primarily within the Authorities and to be procured by Authorities pursuant to the Supply Contract and in accordance with the RTPI System Specification
- "RTPI System Specification"** means the specification of the RTPI System contained in the Supply Contract
- "SAT"** means Site Acceptance Test(s) as identified in section 6 of the Supply Contract
- "Section"** means a part of the Works in respect of which a Taking Over Certificate is issued under the Supply Contract and comprising:-
- (a) (as to the Initial Section) such part of the Works identified in the Special Conditions of the Supply Contract in relation to Clause 40.1 of the General Conditions of Contract defined in the Supply Contract; and
 - (b) as to subsequent Sections such part of the Works as the Authorities shall reasonably agree the



issue a Taking Over Certificate in accordance with the Supply Contract.

“Supply Contract” shall be the contract to be entered into by the Authorities and the Authorities’ Contractor for the Works in the form contained in the Invitation to Tender for the Provision, Installation and Maintenance of a Real Time Passenger Information System and Associated Equipment for Milton Keynes issued by the Authorities on [date] together with any variations thereto made pursuant to Clause 18.1;

“Taking Over Certificate” has the meaning as defined in the Supply Contract

“VAT” means Value Added Tax or any tax replacing the same

“Works” means the works (or any part thereof) for the provision and maintenance of the RTPI System to be carried by the Authorities’ Contractor in accordance with the Supply Contract.

- 1.2 Throughout this Agreement words importing the singular shall be deemed to include the plural, and vice versa, except where the context requires otherwise.
- 1.3 In carrying out the terms of this Agreement all Parties shall be bound to act reasonably with regard to the success of the Project and the interests of the other Parties.
- 1.4 Any reference in this Agreement to any Party shall be deemed (save where the contrary is expressed) to include that Party's permitted assignee pursuant to Clause 10.

2. PERIOD OF AGREEMENT

- 2.2 This Agreement shall remain in force for the period from the date hereof until the expiration of the period of 5 years from the date upon which the Supply Contract is awarded unless terminated earlier in accordance with Clause 3.



3. TERMINATION OF THIS AGREEMENT AND THE SUPPLY CONTRACT

3.1 Prior to the expiration of the Maintenance Period if:-

3.1.1 the Supply Contract is not entered into within one year from the date of this Agreement; or

3.1.2 the Supply Contract is prematurely terminated by Authorities or Authorities' Contractor and as a consequence the RTPI System is, (in the reasonable opinion of Authorities), unlikely to be installed within a reasonable timescale; or

3.1.3 any Party fails to remedy any material breach of this Agreement within thirty days after notice thereof has been given by either of the other Parties; or

3.1.4 any Party becomes Insolvent (unless the provisions of Clause 10.2 apply); or

3.1.5 The Bus Operator ceases to operate as a Bus Operator (unless the provisions in Clause 10.2 apply,)

then any Party (in the case of Clauses 3.1.1 or 3.1.2) or any other Party (in the case of Clauses 3.1.3 or 3.1.4 or 3.1.5) may give notice in writing to the other Parties that they intend to terminate this Agreement in 30 days after service of such notice on the other Parties, and subject to the proviso to this Clause upon the expiration of such notice this Agreement shall cease and determine but without prejudice to any accrued rights of any Party PROVIDED THAT:

a) any such notice of termination shall be served upon both of the other Parties and thereupon all Parties shall give proper and reasonable consideration to reasonable proposals ("**Mitigation Proposals**") to mitigate the grounds for service of such notice so that such grounds (in the reasonable opinion of the Parties) would no longer subsist;

b) if agreement between the Parties (acting reasonably) in relation to the implementation of the Mitigation Proposals is reached prior to the expiration of the said notice of termination then the said notice of



termination shall be deemed to have been withdrawn but without prejudice to the service of any subsequent notices of termination;

c) any disputes between the Parties in relation to this Clause 3 shall be determined under to Clause 7.

3.2 Termination of this Agreement shall not prejudice or affect any right of action or remedy that shall have accrued prior to the date of such termination to any party.

3.3 Prior to the expiration of the Maintenance Period if:-

3.3.1 The Authorities consider that there is a strong likelihood that it will wish to terminate the Supply Contract due to the default of Authorities' Contractor; or

3.3.2 The Authorities serve notice of termination of the Supply Contract on the Authorities' Contractor (other than a notice of termination which takes effect immediately); or

3.3.3 The Authorities are aware that there is a strong likelihood that the Authorities' Contractor will wish to terminate the Supply Contract due to the default of the Authority; or

3.3.4 The Authority's Contractor serves notice of termination of the Supply Contract on the Authority (other than a notice of termination which takes effect immediately),

then the Authority shall promptly serve on the other Parties a written notice specifying which of the grounds of this Clause 3.3 has arisen and providing full details of the relevant circumstances. Following service of such notice all Parties shall give proper and reasonable consideration to reasonable proposals ("**Mitigation Proposals**") to mitigate the grounds that have arisen so that termination of the Supply Contract may be prevented. The Authority (with such appropriate assistance and cooperation from the other Parties as may be requisite in the circumstances) shall use all reasonable endeavours to implement the Mitigation Proposals with a view to preventing termination of the Supply Contract.



4.1 PARTNERSHIP

4.1 Nothing in this Agreement shall be deemed to create the relationship of a partnership between the Parties or to imply that any Party is the agent of the other parties.

5. STATUTORY OBLIGATIONS AND STANDING ORDERS

5.1 It shall be of the essence of this Agreement that nothing shall be done by any party in relation to the Project (including but not limited to procedures for the award of any of the contracts or the publication of any information) that would require the Authorities to act in breach of any of their statutory obligations or standing orders.

6. VARIATIONS

6.1 No amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.

7. DISPUTES

7.1 If there should be any dispute or difference between the Parties regarding any matter affected by the subject matter of the Agreement, such dispute or difference shall be referred to the Senior Representatives of each party who shall meet within 7 days of such a referral and attempt to resolve the dispute.

7.1.1 In the case of the Authorities the Senior Representative shall be the Passenger Transport Manager.

7.1.2 In the case of the bus operator the Senior Representative shall be a company director of the bus operator.

7.2 Should the dispute not be resolved then the Parties will agree the appointment of an independent third party, or, failing agreement as to such appointment, the independent third party shall be appointed by the Chartered Institute of Arbitrators on the application of any party and the decision of such independent third party



(acting as an expert) shall be final and binding to the Parties. Any Party shall be able to make representation to the independent third party who shall act as an arbitrator.

8. INDEMNITY

8.1 Without prejudice to the bus operator's other rights or remedies, the Authorities shall indemnify the bus operator for and against all losses incurred by or awarded against them in respect of any claim or action arising directly or indirectly out of the Authority's negligence or breach of this Agreement including, but without limitation, any such losses which arise out of or under or otherwise in connection with the termination of the Supply Contract due to such negligence or breach.

8.2 Without prejudice to the Authorities' other rights or remedies, the bus operator shall indemnify the Authorities for and against all losses incurred by or awarded against them in respect of any claim or action arising directly or indirectly out of the bus operator's negligence or breach of this Agreement including, but without limitation, any such losses which arise out of or under or otherwise in connection with the termination of the Supply Contract due to such negligence or breach.

9. LIMIT OF LIABILITY

9.1 Notwithstanding any other provision of this Agreement no Party limits its liability for death or personal injury arising from its negligence, or that of its employees or agents, or for any fraudulent misrepresentation.

9.2 Subject to Clause 8 no Party shall be liable to any other by way of indemnity or by reason of any breach of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential damage what so ever that may be suffered by the other.



10. ASSIGNMENT

- 10.1 All Parties to this Agreement are prohibited from assigning their respective rights or obligations under this Agreement to any other party save in accordance with this Clause 10.
- 10.2 If the bus operator ceases to act as a Bus Operator or becomes Insolvent then the bus operator or any Administrator acting on its behalf may within two months of such event occurring procure an assignment of the bus operator's interest in this Agreement to an alternative Bus Operator subject to the prior approval of the other Parties which will not be unreasonably withheld.
- 10.3 The Authorities may assign their respective interests in this Agreement to statutory successors without consent but otherwise may only assign with the consent of the other Parties which is not to be unreasonably withheld or delayed.
- 10.4 In all cases where consent of the other Parties is required to any assignment of the interest of any Party hereunder such consent shall be conditional upon the assignee having previously entered into a deed of covenant with the said other Parties to observe and perform the obligations of the assigning Party in such form as the said others shall reasonably require.

11. NOTICES

- 11.1 Any notice pursuant to this Agreement shall be in writing signed by a duly authorised representative of the relevant party and may be served by sending it by first class prepaid special delivery as follows:-

11.1.1 In the case of notices to be served on Bath and North East Somerset Council

[address]

11.1.2 In the case of notices to be served on Bristol City Council



[address]

11.1.3 In the case of notices to be served on North Somerset Council

[address]

11.1.4 In the case of notices to be served on South Gloucestershire Council

[address]

11.1.5 In the case of notices to be served on the bus operator

[address]

11.1.6 In the case of notices to be served on the Secretary of State

[address]

12. WAIVER

- 12.1 Any failure by any of the Parties to seek redress for breaches, or to insist on strict performance, of any terms, conditions or provisions of the Agreement, or the failure of any of the Parties to exercise any right or remedy to which it is entitled in terms of the Agreement shall not constitute a waiver thereof. A waiver of any default shall not constitute a waiver of any subsequent default.



13. GOVERNING LAW

13.1 The terms and conditions of this agreement shall be governed by English Law and subject to the non-exclusive jurisdiction of the English courts.

14. SUPPLY CONTRACT AND THE WORKS

14.1 The Authorities undertake to use reasonable endeavours to enter into the Supply Contract within one year from the date of this Agreement with a view to endeavouring to procure that the RTPi System becomes operational by [date].

14.2 After entering into the Supply Contract the Authorities shall use all reasonable endeavours to procure the carrying out of the Works.

14.3 During the installation of the RTPi System the responsibilities for each of the Parties shall be as detailed in Clause 17.

14.4 Any expansion of the RTPi System shall be as detailed in Clause 18.

14.5 14.5.1 The Authorities shall use all reasonable endeavours to ensure that the Maintenance Contract shall be entered into by the Authorities with a specialist contractor or contractors for the maintenance of the RTPi System. The provision of costs by the Authorities and the bus operator for the Ongoing Maintenance Contract shall be in accordance with Clause 19.6.

14.5.2 If despite all reasonable endeavours of the Authorities in accordance with Clause 14.5.1:-

a) No tenders are submitted for the Maintenance Contract, or

b) No tenders for the Maintenance Contract are invited or considered acceptable to the Authorities by reason of prospective tenderers failing the Authorities' pre-qualification questionnaire or submitting a tender which is not a Viable Tender as defined in Clause 14.5.6



then the Authorities shall promptly serve on the other Parties a written notice with explanatory information as to the circumstances which have arisen and thereafter the Parties shall meet to explore further ways of procuring the Maintenance Contract that may enable the Authorities to receive a Viable Tender for the Ongoing Maintenance Contract. The Authorities shall implement such measures agreed between the Parties (acting reasonably) in relation to carrying out a further procurement exercise for the Ongoing Maintenance Contract.

14.5.3 If following a further procurement exercise carried out in accordance with Clause 14.5.2:-

- a) No tenders are submitted for the Maintenance Contract, or
- b) No tenders for the Maintenance Contract are invited or considered acceptable to the Authorities by reason of prospective tenderers failing the Authorities' pre-qualification questionnaire or submitting a tender which is not a Viable Tender

then the Authorities shall promptly notify the other Parties in writing with explanatory information as to the circumstances and unless the Parties agree otherwise any of the Parties shall be entitled to terminate the agreement by serving not less than one month's written notice on the other Parties.

14.5.4 If despite all reasonable endeavours of the Authorities in accordance with Clause 14.5 the only Viable Tender or Viable Tenders for the Maintenance Contract are priced at a cost that is an Excessive Cost as defined in Clause 14.5.6 the Authorities shall have an option as to whether to enter into the Maintenance Contract and shall serve on the other Parties notice in writing stating whether or not the Authorities will enter into the Maintenance Contract notwithstanding the Excessive Cost.

14.5.5 If the Authorities give notice under Clause 15.5.4 that they do not wish to enter into the Maintenance Contract the Parties shall meet to explore further ways of sharing costs (as between the Authorities and the bus operator) of the



Maintenance Contract. Thereafter failure to meet an agreement acceptable to the Parties (acting reasonably) shall mean that unless the Parties agree otherwise any of the Parties shall be entitled to terminate this Agreement by serving not less than one month's written notice on the other Parties.

For the purposes of this Clause 14.5:-

“**a Viable Tender**” shall mean a tender for which the tenderer has satisfied the requirements of the Authorities’ pre-qualification questionnaire and meets the requirements of the Authorities’ tender procedures (provided that such pre-qualification questionnaire and tender procedures shall be compliant with OJEU procedures.

“**Excessive Cost**” shall mean a cost increase of greater than 50% of the anticipated Maintenance Costs of [XXXX] per annum (index linked in accordance with the Retail Prices (All Items) Index from December 2006).

- 14.6 The Authorities grant under the Supply Contract a royalty free, non-exclusive and non-transferable sub-licence to the bus operators to use the documentation and the relevant parts of the software serving RTPI Equipment necessary to enable the Bus Operators to participate in the operation of the RTPI System to the full extent of the terms permitted by the licence granted to the Authorities by the Authorities’ Contractor pursuant to the Supply Contract.
- 14.7 The bus operator shall comply with the provisions of the software licence granted to the Authority by the Authority’s Contractor under the Supply Contract.
- 14.8 The Bus Operator will notify the Authorities as soon as reasonably practicable after it has become aware of any third party infringing or potentially infringing any intellectual property rights relating to the RTPI System or of any allegation that the RTPI System infringes the right of any third parties.
- 14.9 Any press release or other public information issued by any of the Parties about or concerning the Project will be agreed by all the Parties in advance.



14.10 For the avoidance of doubt nothing within this Agreement shall prevent the Authorities from entering into agreements with any other Bus Operator entitling them to participate in the provision and / or use of the RTPI System on such terms as the Authorities deem appropriate.

15. PROJECT MANAGEMENT

15.1 Project Management meetings shall be held at regular intervals. Initially meetings shall be at monthly intervals but this may be modified with the agreement of all participants.

15.2 Project Management meetings shall be organised and chaired by the Authorities.

15.3 Each Party shall appoint a Project Manager to represent them at the meetings and to be responsible for the co-ordination of work, plans, procedures and the management of the obligations imposed on them.

15.4 Initially the principle objective of the meetings will be to discuss and review the progress of the Supply Contract and the contractor's installation programme. When the RTPI System is operational the principle objectives of the meetings will be to :-

15.4.1 Ensure good working practices and relationships between the parties to this Agreement

15.4.2 Monitor the impact and operation of the RTPI System and propose improvements

15.4.3 Consider and propose publicity and promotion.

16. THE RTPI SYSTEM

16.1 The Parties acknowledge and agree that the RTPI System is designed to provide in accordance with the RTPI System Specification:-

16.1.1 Real time arrival / departure information on variable message signs at bus stops and other public areas.



16.1.2 Real time arrival / departure information on the World Wide Web (www) and Short Message Service (SMS) on mobile phones.

16.1.3 Bus priority at traffic signal installations

16.1.4 Dynamic management and control of buses by providing information on the location, travel times, dwell times, adherence to schedule etc.

16.1.5 Voice and data communications between buses and their controller.

17. INSTALLATION OF THE RTPI SYSTEM

17.1 The Authorities shall provide the facilities reasonably required by their Contractor for the installation of RTPI Equipment which is to be installed in the offices, buildings and highways owned, managed or operated by the Authorities.

17.2 The Authorities shall provide RTPI compatible Bus shelters in the Scheme Area for the Works to which variable message signs can readily be attached. The shelters shall contain power supplies provided by and paid for by the Authorities to which the RTPI Equipment can be connected.

17.3 Where appropriate the Authorities shall provide suitable locations for the large display screens complete with power supplies provided by and paid for by the Authorities to which the RTPI Equipment can be connected. The Authorities in their capacity as Party to this Agreement (but not as local planning authority) shall assist in the obtaining of any requisite planning permissions in relation to the RTPI System.

17.4 The Authorities shall provide Bus Priority at traffic signal junctions. The request for priority shall be received from the RTPI System as :-

17.4.1 a voltage free contact at the traffic signal controller, satisfying the requirements of TR2500

17.4.2 an input to the Authorities' UTC system



- 17.5 The Bus Operator shall actively co-operate with the Authorities' Contractor and provide the facilities (including power supplies to be paid for by the Bus Operator) reasonably required by Authorities' Contractor for the installation, commissioning and maintenance of the parts of the RTPi System which are to be installed in the offices, depots and buses owned, managed or operated by the bus operator. If, as a consequence of any breach by the bus operator of this Clause, the cost to be paid by the Authorities for the supply and installation of the complete RTPi System is increased, then the bus operator shall indemnify the Authorities for such increase.
- 17.6 The Authorities shall use all reasonable endeavours to procure that the installation of the RTPi System will be carried out in such a manner so as to minimise the impact on the bus operator's passenger services. A detailed installation program shall be agreed between the Authority' Contractor and the bus operator and sufficient time shall be available to enable the bus operator to make any necessary changes to service registrations and to relay this information to passengers.
- 17.7 The bus operator shall allow the Authorities' Contractor access to vehicles property and facilities with a minimum of seventy-two hours notice to the bus operator (but less by mutual consent) in order to:-
- 17.7.1 identify relevant buses on which RTPi Equipment is to be installed within five days of the Authority's Contractor's request;
 - 17.7.2 maintain an accurate and up to date inventory of all equipment supplied by the Authorities' Contractor;
 - 17.7.3 ensure that all facilities and equipment supplied by bus operator meet with Health & Safety legislation;
 - 17.7.4 provide schedule information for Buses in agreed format as requested by the Authorities and supply up dates of any changes to the current schedule with a minimum of seventy-two hours before the schedules are implemented;



17.7.5 assist the Authorities' Contractor in complying with the Data Protection Act in respect of supplied schedule data.

- 17.8 Following completion of the installation of all or of a section of the Works the RTPI Equipment contained therein shall be subjected to a SAT which shall be undertaken to the satisfaction of the Authorities prior to the Authorities signing a Taking Over Certificate in respect of such Works. From the Date of Taking Over of such Works the RTPI System or relevant RTPI Equipment shall be deemed to be operational and available for use by the Authorities and the Bus Operator.
- 17.9 The Authorities shall use all reasonable endeavours to procure that the Authorities' Contractor shall carry out the initial maintenance as specified in Clause 8 of the Supply Contract.

18. EXPANSION OF THE RTPI SYSTEM

Expansion

- 18.1 If the Authorities and/or the bus operator agree to purchase additional equipment to expand the RTPI System then that purchase shall be procured by the Authorities as a variation of the Supply Contract and the Parties shall enter into any requisite supplemental agreement (acting reasonably). Any variation to the Supply Contract will be negotiated with the Authorities' Contractor by the Authorities and will be at the rates specified within the Supply Contract as detailed in Clause 18.4.
- 18.2 If the Authorities together with an alternative Bus Operator agree to purchase additional equipment to expand the RTPI System then such purchase shall be procured by the Authorities a variation to the Supply Contract as contemplated under Clause 14.10 together with a supplemental agreement between the Authorities and the said alternative Bus Operator PROVIDED THAT any such arrangement pursuant to this Clause 18.2 shall not impose additional cost upon the Bus Operator.
- 18.3 If additional equipment for the RTPI System is purchased prior to the expiration of the Maintenance Period pursuant to Clause 14.10 then additional supply installation



and maintenance costs will be incurred by the Authorities or the Bus Operator during the currency of the Supply Contract at the rates specified within the Supply Contract as detailed in Clause 18.4.

18.4 If the RTPI System is expanded prior to the expiration of the Maintenance Period, the costs detailed in this Table for both the supply and installation of the equipment and also the annual maintenance charges for the equipment shall apply.

PRICES TO BE SUPPLIED

Item Number	Item Description	Unit	Supply and Install		Maintenance – annual charge	
			Authority	Bus Operator	Authority	Bus Operator
A2	Instation Operator Terminal	Per terminal				
A5	Bus Shelter sign	Per sign				
A6	18 line Large screen display	Per sign				
	9 line Large screen display	Per sign				
A7	Bus priority at traffic signals – up to two arms	Per facility				
A8	Bus priority at traffic facility	Per facility				



	signals – up to four arms	
A3	Bus Depot	Per
	Operator	terminal
	Terminal	
A4	On-bus	Per bus
	equipment	
A9	Hand	Per
	portable	radio
	radio	
	Moving On-	Per
	bus	move
	equipment	
	from one	
	bus to	
	another	

[Note: figures to be adjusted to reflect 3% increase]

19. MAINTENANCE OF THE RTPI SYSTEM

- 19.1 The Authorities shall procure that the Authorities’ Contractor carries out the maintenance and software upgrades of the RTPI Equipment and the RTPI System for a period of 60 months, and this maintenance work is as specified within the Supply Contract and will be carried out by the Authorities’ Contractor in accordance with the terms of the Supply Contract.
- 19.2 Details of the maintenance works included in the Supply Contract are set out in Clause 8 thereof.
- 19.3 Maintenance Costs incurred in respect of any parts of the RTPI System damaged whether accidentally or otherwise (excepting those parts which have failed or been damaged by fair wear and tear or by faulty manufacture or maintenance) shall be reimbursed by the Bus Operator as follows:



19.3.1 costs of repairing damage to parts of the RTPI System which are installed in the offices, depots and buses owned, managed or operated by the bus operator, including the hand-portable radios, shall be paid for by the bus operator

19.3.2 costs of repairing damage to all parts of the RTPI System except those specifically detailed above as being the responsibility of the bus operator shall be paid for by the Authority.

19.4 The Bus Operator shall pay to the Authorities in accordance with Clause 19.5 an annual amount by way of contribution to the Maintenance Costs ("**the Bus Operator Contribution**") being the lesser of:-

19.4.1 the actual Maintenance Costs in the relevant year of the Maintenance Period attributable to the parts of the RTPI System installed in premises, buses or other equipment owned or controlled by the bus operator; or

19.4.2 a capped amount ("**the Maximum Amount**") being £xxxx index linked in accordance with Clause 19.5.

19.5 The Maximum Amount payable during each year of the Ongoing Maintenance Period shall be subject to an annual index linked increase or decrease in accordance with the increase or decrease in the Retail Prices (All Items) Index ("**the Index**"). Such adjustment shall be made by the Authorities after publication of the Index for January each year (the first adjustment being for the period January 2006 to January 2007) and then annually thereafter on a compound basis. The Maximum Amount as adjusted in accordance with this Clause shall apply in the calculation of the Bus Operator Contribution due at the commencement of the Maintenance Period and thereafter to the calculation of the Bus Operator Contribution due in the April of that year in accordance with Clause 19.6.

19.6 The first payment of the Bus Operator Contribution shall be made at the commencement of the Maintenance Period and shall be a pro-rata payment from the date of the Maintenance Period until 1 April in the following year. Payments of the bus operator Contribution shall then be made annually in advance on 1 April in



each year during the Maintenance Period with the last payment being a pro-rata payment for the period from 1 April in the last year of the Maintenance Period to the end of the Maintenance Period. All payments of the Bus Operator Contribution shall be made by the Bus Operator directly to the Authorities.

19.7 The Bus Operator Contribution shall be in addition to reimbursing the Authorities any Maintenance Costs incurred for costs of repairing damage to part of the RTPI System which are installed in the offices, depots and buses owned, managed or operated by the Bus Operator, including the hand-portable radios, whether damaged accidentally or otherwise.

20. OPERATION OF THE RTPI SYSTEM

20.1 The Authorities the Bus Operator shall use their reasonable endeavours to operate the RTPI System effectively and efficiently thus encouraging bus patronage and improving the bus travel experience for the people of Greater Bristol.

20.2 The Authorities and the Bus Operator shall actively manage and maintain the RTPI System on a daily basis to ensure successful delivery of the envisaged benefits. It is anticipated that the Authorities and the Bus Operator will undertake operational activities on a shared basis with the most appropriate partner taking the lead on particular activities and being supported by the other. The responsibilities of the partners will vary depending upon the nature of the activity and may involve the provision of technical or operational resources as necessary.

20.3 The operation and management activities identified in relation to the operation of the RTPI System to be undertaken by the Bus Operator and/or the Authorities are (without limitation) as listed below.

Item	Description	Lead	Support
1	All voice radio/ despatch activities.	Bus Operator	Nil
2	Transfer of schedule information from	Bus Operator	Nil



Bus Operator systems to RTPI System.

3	Validation / authorisation of schedule data into system.	Bus Operator	Nil
4	Downloading data to the On-bus equipment	Bus Operator	Nil
5	Monitoring operation of bus fleet	Bus Operator	Nil
6	Monitoring operation of Traffic Signals	Authorities	Nil
7	Up-loading information from the On-bus equipment to system/ depot workstations.	Authorities/ Bus Operator	Nil
8	Analysis of Bus Operator data	Bus Operator	Nil
9	Upload of data from the RTPI to Bus Operator systems	Bus Operator	Nil
10	Configuring / modify Route information	Bus Operator	Authorities
11	Down-loading information to RTPI signs	Authorities/ Bus Operator	Nil
12	Monitoring RTPI display operation and adding information.	Bus Operator	Authorities
13	Routine system support and configuring RTPI central system.	Authorities	Bus Operator
14	Provide technical support to Bus Operator	Authorities	Bus Operator



15	Analyse and report on system performance	Bus Operator	Authorities
16	Monitor operation of system, radio and equipment	Bus Operator	Authorities
17	Monitor operation of Traffic Signal equipment and UTC system to provide bus priority	Authorities	Nil
18	Report On-bus equipment faults to Maintenance Contractor	Bus Operator	Authorities
19	Report Radio equipment faults to Maintenance Contractor.	Bus Operator / Authorities	Nil
20	Report RTPI Display faults to Maintenance Contractor	Authorities/Bus Operator	Nil
21	Report system faults to Maintenance Contractor	Authorities/Bus Operator	Nil
22	Assist Maintenance Contractor to repair On-Bus Equipment	Bus Operator	Nil
23	Track fault response and repair times.	Authorities	Bus Operator
24	Track Contractor performance	Authorities	Bus Operator
25	Manage Maintenance Contract	Authorities	Bus Operator



20.4 Bus Operator will use reasonable endeavours to ensure that, from the date on which an SAT has occurred in relation to all relevant RTPI Equipment until the expiration of the period of this Agreement specified in Clause 2, 98% of all buses operated by the Bus Operator within the Scheme Area ("**Operator Buses**") will be fitted with RTPI Equipment requisite for the operation of the RTPI System and shall be fully functional and used within the Scheme Area PROVIDED THAT for the avoidance of doubt if following the date of such SAT the number of Operator Buses increases the Operator shall bear the cost of installation of the requisite additional RTPI Equipment.

20.5 The Bus Operator shall have use of the PMR communication system for voice communications between buses and the Depot Terminals. Voice communication shall be available between the following system components :-

- Bus unit and bus operator depot terminal
- Bus unit and hand portable radios
- Hand portable radios and bus operator depot terminals

20.5.1 The bus operator shall endeavour to ensure that all Bus Operator Buses fitted with RTPI Equipment shall be used on routes within the Scheme Area until Permanently withdrawn from service.

20.5.2 Should an Operator Bus fitted with RTPI Equipment be Permanently withdrawn from service during the term of this Agreement or Permanently transferred to another area, the Operator shall at its own expense transfer and fit the RTPI Equipment into any replacement bus.

20.5.3 Should an Operator Bus fitted with RTPI Equipment be Permanently withdrawn from service or Permanently transferred to another area and not replaced, the Operator shall at its own cost remove any RTPI Equipment (excluding the aerials and cabling) from such bus and hand over such RTPI Equipment to the Authorities.



20.5.4 In this Clause 20.5 the expression "**Permanently**" shall mean any period exceeding one calendar month.

20.6 The geographic area within which the radio services will be available shall be as generally indicated in Appendix 1 (Radio coverage map). Due to the inherent properties of radio technology 100% coverage cannot be guaranteed but the reception provided by the system shall be adequate for the satisfactory operation of the RTPI System within the geographic limits as specified in the Supply Contract.

21. DATA SHARING AND CONFIDENTIALITY

21.1 For the avoidance of doubt, this Agreement does not set out any obligation for any Party to provide its RTPI Data or Confidential Information to the other. However, if a Party ceases to provide its RTPI Data to the other Parties for any reason, this Agreement will continue in respect of RTPI Data which has already been supplied (which, for the avoidance of doubt, the other Parties may continue to use for its Permitted Use) and such cessation shall not prejudice the rights of any Party which may have arisen on or before the date of such cessation.

21.2 The Authorities acknowledge that Bus Operator Data or any Confidential Information relating to the Bus Operator, would not have been given, or made available, to the Authority but for the understanding that it would be held in confidence and that disclosure of the information could subject the Authorities to legal action for breach of confidence.

21.3 The Authorities acknowledges that all Intellectual Property Rights in the Bus Operator Data and any images, data or other items or information received from the Bus Operator via RTPI, shall belong to the Bus Operator, and hereby assigns to the Bus Operator all future rights, including the Intellectual Property Rights, of any Bus Operator Data held in the RTPI databases.

21.4 The Bus Operator acknowledges that the Authorities Data or any Confidential Information relating to the Authorities, would not have been given, or made available, to the Bus Operator but for the understanding that it would be held in



confidence and that disclosure of the information could subject the Bus Operator to legal action for breach of confidence.

21.5 The Bus Operator acknowledges that all Intellectual Property Rights in the Authorities Data shall belong to the Authorities.

21.6 For the purpose of the operation of the RTPi System both the authorities and the Bus Operator grant to the other a non-exclusive world-wide royalty-free licence to use (and permit the use) of its Data strictly for the other Party's Permitted Use, provided that neither Party shall use or permit the use of the other Party's Data, except in accordance with Clause 22 without the prior written agreement of the other Party where such use:

21.6.1 may reasonably be considered to be detrimental to the business interests of the other Party;

21.6.2 is by a person who may reasonably be considered to be a business competitor of the other Party; or

21.6.3 (In the case of Authority use of Operator Data) is for financial gain.

21.7 Each Party acknowledges and agrees that it will not use the other Party's Data for any purpose other than its Permitted Use without the prior written consent of the other party. If either Party wishes to make use of the other Party's Data for any purpose other than its Permitted Use (such other purpose being hereafter called a "Prohibited Use") it shall notify the other Party (including full details of the use to be made, and the third parties to whom it may be disclosed) and the other Party may at its sole discretion:

21.7.1 grant its consent to such Prohibited Use without conditions;

21.7.2 grant its consent with such conditions as it requires e.g. (but without limitation) requiring:



- a) that the outputs from such Prohibited Use are not be disclosed to any other third party without further consent from the other Party;
- b) that third parties to whom data is disclosed enter into confidentiality arrangements with the other Party;
- c) destruction of data created after the Prohibited Use; and
- d) a full indemnity in respect of loss or damage flowing from the Prohibited Use; and/or

21.7.3 withhold its consent,

21.8 For the avoidance of doubt:

21.8.1 The Authorities acknowledge and agree that they will not use the Bus Operator's Data

- a) for the purposes of monitoring and/or reporting to any third party on the Bus Operator service performance in respect of reliability and timekeeping for all services; and/or
- b) for the purpose of monitoring any ticketing scheme introduced with the Bus Operator.

21.8.2 If the authorities request the use of the Bus Operator's Data as detailed in Clause 21.7 and that request may lead to use of the Bus Operator Data for the purposes set out in sub-clause a) above; any approval given by Bus Operator under Clause 21.7 shall not be deemed to approve such use unless:

- a) that use has been drawn to Bus Operator's attention by the Authorities;
- and



b) Bus Operator expressly sets out in writing that the approval given includes approval for the relevant data to be used for the purposes set out in sub-clause a) as relevant.

21.8.3 should a Traffic Commissioner request that the Authorities provide it with Bus Operator Data, the Authorities will, without exception, refer that Traffic Commissioner to Bus Operator and will not release any Bus Operator Data to any Traffic Commissioner themselves; and

21.8.4 where any Traffic Commissioner requests generic aggregated information such as congestion maps the Authorities shall not release or provide such information to any Traffic Commissioner without the prior written consent of Bus Operator where Bus Operator Data is included or incorporated in such generic aggregate information.

21.9 The Authorities shall not, save as provided in Clauses 21.7 to 21.13:

21.9.1 divulge or communicate to its employees, except for purposes agreed between the parties; or

21.9.2 divulge or communicate to any other person; or

21.9.3 use or exploit for any purpose whatsoever,

21.9.4 any Bus Operator Confidential Information.

21.10 Bus Operator shall not save as provided in Clauses 21.7 to 21.13:

21.10.1 divulge or communicate to any person; or

21.10.2 use or exploit for any purpose whatsoever,

21.10.3 Other than for the performance of its obligations hereunder any Authority Confidential Information



21.11 These restrictions and prohibition on use, exploitation, communication and disclosure set out in this Clause 21 shall continue to apply after the expiration or termination of the Agreement without limit in point of time, but shall cease to apply to any data, information or knowledge to the extent that it may properly come into the public domain through no fault of the person receiving the same or which the receiving Party could demonstrate was known prior to its receipt of such information.

21.12 Notwithstanding any other provision of this Clause 21 a Party receiving information to which this Clause 21 applies may disclose the same to the extent required by law or regulation provided that, (where practical and lawful to do so) before disclosure occurs it gives prompt written notice of the proposed disclosure to the party who disclosed it in order to afford to that party an opportunity to prevent disclosure through appropriate legal means.

21.13 Bus Operator and the Authorities shall each ensure that its employees and any other parties to whom the data is disclosed to are aware of and comply with the provisions of this Clause 21.

22. DATA USAGE

22.1 This Clause details the Bus Operator Data and the Authorities' Permitted Use of that Data

Bus Operator Data	Permitted Use by the Authorities
<p>Service timetable plan to bus stop level detail</p> <ul style="list-style-type: none"> ◆ Service Code ◆ Trip ID – unique per journey ◆ Journey scheduled start 	<p>Provide on street real time predictions of bus arrivals at agreed stops, and other agreed locations such as rail stations, hospitals, colleges and workplaces. Predictions shall not include details of, or comparison with, scheduled times.</p>



and intermediate times

Vehicle Position Data

- ◆ Provide bus priority at agreed signal controlled junctions.
- ◆ Provide real time predictions of bus arrivals at agreed points for publication on the internet, provided such data cannot be captured electronically by users of that web site. Predictions shall not include details of, or comparison with, scheduled services.
- ◆ Monitoring a tendered services contract where the contract for the tender states that the use of data provided by RTPI will be used to monitor the bus operator's performance.
- ◆ Provide information to the travelling public by www, SMS and voice communications, including through call centres.
- ◆ The Authorities' internal verification of the bus operator's responses to complaints made to the Local Authority by members of the public.

Vehicle Loading

- ◆ Provide bus priority at agreed signal controlled junctions.

Running Board

- ◆ For demonstration purposes in connection with any other Project.
- ◆ To build database required for functionality of equipment in the System.

Driver ID

- ◆ For demonstration purposes in connection with any other Project.

Bus Punctuality Data

- ◆ Identifying locations and causes of bus delays in furtherance of a Bus Punctuality

Lost Mileage Data



Passenger

Improvement Programme.

Boarding/Alighting Data

22.2 This Clause details the Authorities' Data and Bus Operator's Permitted Use of that Data

Authorities' Data	Permitted Use by BUS OPERATOR
Geocoded Bus Stop data	<ul style="list-style-type: none"> ◆ Preparation and publication of bus timetables, schedules and service designs. ◆ Preparation and publication of bus service marketing and promotional material. ◆ Delivery of service information to Traveline and other information services and to the travelling public including SMS and voice communications. ◆ Identification of traffic flow issues.
OS Oscar Map data	
Traffic Delay and Traffic Flow Data	
Traffic Signal Programme Data	◆ Identifying locations and causes of bus delays in furtherance of a Bus Punctuality Improvement Programme.
Parking Violations and Enforcement Data	
Road Works Management Data	

23. FREEDOM OF INFORMATION

23.1 If the Authorities receive a Request for Information which the Authorities consider to be a valid request that may require the disclosure of Bus Operator Data, it shall :-



- 23.1.1 notify Bus Operator in writing of that Request as soon as practicable after receipt and in any event within 5 working days of receiving that Request.
 - 23.1.2 discuss that Request with Bus Operator so that Bus Operator has an opportunity to put forward arguments as to why the disclosure would constitute an actionable breach of confidence, or would prejudice the commercial interests of Bus Operator or that the disclosure would not be in the public interest.
- 23.2 Each party acknowledges and agrees that any Bus Operator Data pertaining to services other than those operating under contract to the Authorities may for the purposes of the FOIA, constitute:
- 23.2.1 Exempt information pursuant to section 41 of the FOIA which is provided to the Authorities in confidence and that disclosure of such Bus Operator Data would constitute a breach of confidence actionable by Bus Operator; and/or
 - 23.2.2 Exempt information pursuant to section 43 of the FOIA in that it constitutes either a trade secret of Bus Operator and/or information which if disclosed to the public would prejudice the commercial interests of Bus Operator
- 23.3 Furthermore each party acknowledges and agrees that any Bus Operator Data, pertaining to services operating under contract to the Authorities may, for the purposes of the FOIA, constitute:
- 23.3.1 Exempt information pursuant to section 41 of the FOIA which is provided to the Authorities in confidence and that disclosure of the Bus Operator Data would constitute a breach of confidence actionable by Bus Operator; and/or
 - 23.3.2 Exempt information pursuant to section 43 of the FOIA in that it constitutes either a trade secret of Bus Operator and/or information which if disclosed to the public would prejudice the commercial interests of Bus Operator.



23.4 The Authorities shall assess each request for Bus Operator Data to determine whether or not any exemption should apply to disclosure for the purposes of the FOIA. In the event that, notwithstanding the arguments put forward by Bus Operator as detailed in Clause 23.1.2 or the provisions of clauses 23.2 or 23.3 the Authorities are bound by the FOIA to disclose any Bus Operator Data to the public then the Authorities shall provide Bus Operator with a minimum of 48 hours written notice prior to the disclosure of any such data.

Subject to Clause 23 the following provisions shall apply in relation to the FOIA under this Agreement:-

23.5 The Parties shall fully co-operate with and assist each other in complying with their respective obligations under the FOIA.

23.6 Without prejudice to the generality of Clause 23.5 in the event that a Party (the "**Receiving Party**") receives a request for information under the FOIA the other party (the "**Supplying Party**") shall supply to the Receiving Party within such reasonable period as the Receiving Party may specify (having regard inter alia to the time limit specified in the FOIA for complying with such requests) such information as the Receiving Party may request in order to comply with the request.

23.7 In the event that the Supplying Party reasonably believes that any information requested by the Receiving Party pursuant to Clause 23.6 is exempt from the provisions of the FOIA ("**Exempt Information**") Supplying Party shall be entitled to notify the Receiving Party accordingly and in the event that it does so shall specify in such notification the reasons for which the Supplying Party believes the information is Exempt Information.

23.8 Any notification given by Supplying Party under Clause 23.7 shall be given within five Working Days of the date on which it receives the request from the Receiving Party.

23.9 In the event that the Supplying Party fails to notify the Receiving Party in accordance with Clause 23.7 or fails to notify the Receiving Party by the date



specified in Clause 23.8 Supplying Party shall be deemed to have concluded that the information requested is not Exempt Information and accordingly shall supply the information to the Receiving Party in accordance with the Receiving Party's request.

23.10 In the event that the Supplying Party notifies the Receiving Party in accordance with Clause 23.7 the Receiving Party shall acting in good faith consider the reasons given by the Supplying Party in such notification and following such consideration the Receiving Party shall either:-

23.10.1 withdraw its request; or

23.10.2 confirm its request in which case the Supplying Party shall provide the information so requested.

23.11 The Parties' obligations in Clause 23 shall be without prejudice to any other right of any other Party under this Agreement or at law and shall continue after the expiry or early determination of this Agreement without limit in point of time.

24. VALUE ADDED TAX

24.1 Any payments expressed to be made under this Agreement by any Party to another Party are exclusive of VAT and the Party making any such Payment shall in addition pay VAT thereon unless such VAT is properly recoverable by the payee and provided that a valid VAT invoice is provided prior to such payment.



BATH & NORTH EAST SOMERSET



APPENDIX 1

RADIO COVERAGE MAP



BATH & NORTH EAST SOMERSET



APPENDIX 2

BUS ROUTES



BATH & NORTH EAST SOMERSET



APPENDIX 3

LOCATION OF LARGE SCREEN DISPLAYS



BATH & NORTH EAST SOMERSET



APPENDIX 4

RTPI SYSTEM ARCHITECTURE



BATH & NORTH EAST SOMERSET



APPENDIX 5

SUPPLY CONTRACT WORKS PROGRAMME



IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED AS A DEED BY THE PARTIES ON THE DATE FIRST ABOVE WRITEN

THE COMMON SEAL of)
THE BATH AND NORTH EAST)
SOMERSET COUNCIL)

was hereunto affixed in
in the presence of:-

(Authorised
Signatory)

THE COMMON SEAL of)
THE BRISTOL CITY COUNCIL was)
hereunto affixed in)

in the presence of:-

(Authorised
Signatory)

THE COMMON SEAL of)
THE NORTH SOMERSET COUNCIL)
was hereunto affixed in)

in the presence of:-



(Authorised
Signatory)

THE COMMON SEAL of)
THE SOUTH GLOUCESTERSHIRE)
COUNCIL)

was hereunto affixed in
in the presence of:-
(Authorised
Signatory)

THE COMMON SEAL of)
THE BUS OPERATOR)
was hereunto affixed in)
in the presence of:-

Director

Secretary



BATH & NORTH EAST SOMERSET



SCHEDULE 8
BRANDING SPECIFICATION including GBN PASSENGER INFORMATION TEMPLATE
8(1) AT BUS STOPS AND 8(2) IN-VEHICLE
[to be developed]



BATH & NORTH EAST SOMERSET



ANNEX 3 – QUALITY BUS PARTNERSHIP AGREEMENT



BATH & NORTH EAST SOMERSET



**VOLUNTARY QUALITY BUS PARTNERSHIP AGREEMENT
CORRIDOR: XA432**



**THIS VOLUNTARY QUALITY PARTNERSHIP AGREEMENT IN RESPECT OF
CORRIDOR XXX (“the Agreement”) IS MADE BY:**

(1) BATH AND NORTH EAST SOMERSET COUNCIL

and

(2) BRISTOL CITY COUNCIL

and

(3) NORTH SOMERSET COUNCIL

and

(4) SOUTH GLOUCESTERSHIRE COUNCIL

and

(5) THE SECRETARY OF STATE FOR TRANSPORT

[together “the Authorities”]

and

(6) FIRST BRISTOL LTD (COMPANY NO. ●)/FIRST SOMERSET & AVON LTD
(COMPANY NO. ●)

[“the Bus Operator”]

**[NOTE: ONLY THOSE AUTHORITIES IN WHOSE AREAS THE AGREEMENT OPERATES
WILL BE CO-SIGNATORIES TO THE AGREEMENT]**

1. INTERPRETATION

1.1 This voluntary agreement between the Authorities and the Bus Operator is made to be coincident with the statutory Quality Bus Partnership Scheme made to commence operation on [date] for scheme corridor [X]. It is made because the Authorities and the Bus Operator recognise that there are a number of further benefits that may be delivered beyond those which derive from those items which may be included in the statutory Scheme made under s114 to s123 of the Transport Act 2000. These benefits are described in Section 4.

1.2 Should future legislation permit (such as any legislation that is implemented following the Government White Paper “Putting Passengers First”), the Authorities will seek to include such further elements in a revised statutory Scheme as may be permitted, and will seek to revise the voluntary Agreement accordingly.



2. DEFINITIONS

“Facilities” means:

- (a) all infrastructure, equipment and services provided along routes in the Agreement Area which are not provided under the statutory Scheme; and
- (b) all infrastructure, equipment and services which are ancillary to (a)

and which

- (a) in the opinion of the Authorities and the Bus Operator contribute towards scheme purposes set out in Section 4.

“Scheme Area” has the meaning set out in Clause 5.1

“the Agreement” means:
 this agreement (including any properly executed mutually agreed variation thereof) and all schedules, plans, specifications and documents annexed to this agreement (or to any mutually agreed variation).

“Force Majeure” means:
 any event outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement including without limitation any act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, lockouts or other industrial action, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services.

3. DATE AND PERIOD OF OPERATION

3.1 The Agreement for corridor xxx will come into operation on the same date (the “Commencement Date”) as the Scheme for corridor xxx.

3.2 Notwithstanding the date or dates hereof, this Agreement shall apply with effect from the date of its signature and shall remain in force until the date of termination of the Statutory



Partnership Scheme for the Scheme Area unless terminated earlier in accordance with the provisions of this Agreement.

3.3 In the event that the Statutory Quality Partnership Scheme for the Scheme Area is extended by Variation beyond its original 5 year duration, this Agreement shall also be extended until such date as the revised termination date of the Statutory Quality Partnership Scheme for the Scheme Area.

4. AGREEMENT PURPOSE AND OBJECTIVES

4.1 In accordance with the provisions of this Agreement:

- a) The Authorities will use their powers under the Traffic Management Act 2004 to co-ordinate any streetworks and will use their best endeavours to ensure that the Facilities are kept in good repair and maintained to facilitate fast reliable and efficient operation of bus services; and
- b) The Operator commits to providing at least the level of service specified in Schedule 1.

4.2 The Agreement will assist the delivery of the Authorities' Local Transport Plan [2006-2011] and their Bus Strategy aims by:

- (a) Improving punctuality in the Agreement Area and will contribute towards the JLTP Bus Strategy target that 90% of buses will be no more than 1 minute early or 5 minutes late by 2011/2;
- (b) Contributing towards the JLTP LTP target of an increase in bus patronage of 12% by 2011 through the delivery of low-floor buses, high bus operator service standards, high quality infrastructure and high levels of enforcement; and
- (c) Contributing towards high levels of bus passenger satisfaction through the delivery of fast, reliable, comfortable and accessible bus services.

4.3 The Authorities are satisfied that the provision of the Facilities and operation of Local Services in accordance with the Standard of Service will:

- (a) improve the quality of local services provided in the whole or any part of the Agreement Area by bringing benefits to persons using those services, and
- (b) reduce or limit traffic congestion, noise or air pollution

for the following reasons:

- The Agreement will enforce high bus service standards, as specified in Schedule 1;
- The Agreement will ensure that Facilities to assist in the reliable and punctual operation of bus services will be provided as specified in Schedule 2;



- The Agreement is designed to achieve an increase in bus patronage and a mode shift from car to bus and other sustainable modes; and
- The Agreement is designed to achieve an improvement in air quality by applying the latest emission standards to buses used in the Agreement Area, by reducing the number of trips by car, and by reducing congestion.

5. AGREEMENT AREA

5.1 The Agreement shall cover the area delineated in [colour] on Plan 1 attached (the “Agreement Area”).

6. FACILITIES

6.1 The Authorities will make the Facilities available to Local Services from the Commencement Date until the Agreement ceases to have effect. Further, the Authorities undertake to use their powers under part 6 (enforcement) and part 2 (network management duty) of the Traffic Management Act 2004 to reduce bus journey times and improve the reliability of bus services.

6.2 As part of the obligation in Clause 6.1, the Authorities shall secure that any Traffic Regulation Order and/or other contractual or other arrangement necessary to deliver the Facilities are made and maintained whilst the Agreement has effect.

6.3 The Authorities confirm that they have secured arrangements for the effective enforcement for the enforcement of Traffic Regulation Orders in the Agreement Area while the Agreement has effect. This includes where necessary any contracts or service level agreements with relevant third parties.

6.4 Clauses 6.1, 6.2 and 6.3 do not apply in relation to any period during which the Authorities are temporarily unable to fulfil these obligations owing to circumstances beyond their control.

6.5 A code of practice for the implementation, modification and maintenance of the Facilities is shown at Schedule 5.

7. GENERAL OBLIGATIONS

7.1 The Bus Operator and the Authorities agree as follows:-

7.2 If each of the projects listed in Schedule 2 is not completed by [commencement date] (or any other date upon which the parties may mutually agree at the Review Meeting to be held 6 months prior to that date or at any other time) then The Bus Operator will be entitled to withdraw from the Agreement without penalty, except in circumstances where any of the projects listed have not been completed for reasons that are beyond the reasonable control of the Authorities. In the event that The Bus Operator withdraws from the Agreement under this Clause 7.2 then the Authorities shall reimburse any expenses and losses reasonably incurred by The Bus Operator in connection with the Project (upon written evidence).



- 7.3 Each of the Authorities and The Bus Operator shall each indemnify the other party against any loss, liability, cost, claim, damage, expense or proceedings whatsoever under statute, breach of statutory or at common law (including negligence) arising out of a breach by the party in breach after the date of signing this Agreement of any of their obligations and undertakings contained in this Agreement.
- 7.4 The Authorities and The Bus Operator shall jointly pursue in good faith an appropriate publicity campaign in order to promote the use by the general public of bus services in the Agreement Area and to address any disruption caused during any construction works.
- 7.5 The parties agree and acknowledge that all publicity material produced in relation to this Agreement should contain an appropriate acknowledgement of the support of each of the parties to this Agreement.

8. SUSPENSIVE CONDITION

- 8.1 It is a suspensive condition of the Agreement that The Bus Operator has procured appropriate approval and that each of the Authorities has obtained the relevant approval in respect of each body's commitments under this Agreement.

9. STATUTORY OBLIGATIONS AND STANDING ORDERS

- 9.1 It shall be of the essence of this Agreement that nothing shall be done by either party (including but not limited to procedures for the award of any of the contracts or the publication of any information) that would require an Authority to act in breach of any of its statutory obligations or standing orders.

10. VARIATIONS

- 10.1 No amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.

11. PRESS RELEASES

- 11.1 Any press release or other public information by The Bus Operator or any of the Authorities about or concerning this Agreement or activities pursuant to this Agreement will be agreed between The Bus Operator and the Authorities in advance.

12. ASSIGNATION

- 12.1 The Bus Operator and each of the Authorities are prohibited from assigning their respective rights or obligations under this Agreement to any other party without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, other than in a case where The Bus Operator, pursuant to a reorganisation of The Bus Operator or its parent organisation, ceases or threatens to cease trading,



becomes insolvent or compounds or enters into a voluntary arrangement with its creditors or passes a resolution for winding up or is subject to a bankruptcy, winding up or administrative receiver or liquidator is appointed in respect of any of its business or assets, in which case the rights and obligations would pass to the successor company provided the Authorities have provided prior written consent, such consent not to be unreasonably withheld or delayed.

13. STEERING GROUP AND PARTNER GROUP

- 13.1 The parties shall throughout the continuance of this Agreement maintain:-
- a) a Steering Group which shall comprise at least one representative from each of the parties to this Agreement and shall be chaired initially by [.....];
 - b) a Partner Group which shall comprise [.....] and shall be chaired by [.....].
- 13.2 The Steering Group shall meet every [four] weeks following the date of this Agreement (or at such other intervals as may be agreed between the parties) and may establish working groups to meet as and when required.
- 13.3 Should a dispute arise between the parties in relation to this Agreement, before invoking the procedures set out in Clause 18.1, the parties shall arrange a meeting of the Steering Group as soon as reasonably practicable after the dispute has arisen and shall attempt in good faith to negotiate the settlement of such a dispute at such Steering Group meeting. If the parties fail to resolve the dispute within [14 days] of such Steering Group meeting then the parties shall refer the dispute to the Partner Group which will meet as soon as reasonably practicable after such referral, but in any event no later than [14 days] after such referral, to seek to resolve the dispute within [7 days] of that meeting by negotiation in good faith.
- 13.4 Each party shall be responsible for its own costs in relation to its obligations under this Clause 13.

14. CONFIDENTIALITY

- 14.1 Each party undertakes to treat all information relating to the business of any other party (including Bus Operator Data and Authority Data relating to reliability and service performance) as confidential except in so far as may be necessary for the performance of any obligations in accordance with this Agreement or to the extent that confidential information is generally and lawfully available to the public and to use all reasonable endeavours to prevent disclosure of the same by their respective officers, employees, agents or contractors. The parties agree that this obligation shall continue in force without limit in point of time notwithstanding the expiration or termination of this Agreement for any reason.
- 14.2 The obligation of confidentiality shall not apply to confidential information that:



- (a) prior to the receipt thereof from the discloser was in the possession of the recipient and at its free disposal;
 - (b) is subsequently disclosed to the recipient without any obligation of confidentiality by a third party who has not derived it directly or indirectly from the other; or
 - (c) is or becomes generally available to the public otherwise than through the act or default of the recipient or its agent or employees;
 - (d) is required to be disclosed by any Legal Requirement or any court of competent jurisdiction, or under the Freedom of Information Act.
- 14.3 Nothing in this Clause 14 shall prohibit any party from disclosing relevant information to its auditors, bankers other professional advisers and shareholders provided that any aforementioned recipient of confidential information under this Clause 14 shall first agree to be bound mutatis mutandis to the terms of this Clause 14.
- 14.4 A Data Sharing Agreement is set out at Schedule 7 of the statutory Quality Bus Partnership Scheme. This agreement, signed by each of the parties, shall govern the use of either party of any data belonging to the other party, including any disclosures of Bus Operator data required under the Freedom of Information Act.

15. FORCE MAJEURE

- 15.1 If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- 15.2 The party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under this Agreement.
- 15.3 Save as provided in Clause 15.5 below, Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.
- 15.4 If the party affected by Force Majeure fails to comply with its obligations under Clauses 15.1 and 15.2 above then no relief for Force Majeure, including the provisions of Clause 15.3 above, shall be available to it and the obligations of each party shall continue in force.



15.5 If the Force Majeure continues for longer than three months either party may at any time whilst such Force Majeure continues by notice in writing to the other immediately terminate this Agreement.

16. TERMINATION

16.1 The Authorities shall be entitled to terminate this Agreement (by notice served in accordance with Clause 19 on or at any time after the occurrence of any of the following events:

- (a) if The Bus Operator commits a material breach of any of its obligations under this Agreement which (if the breach is capable of remedy) The Bus Operator fails to remedy within 60 days after the receipt of notice in writing giving particulars of the breach and the action required of The Bus Operator to remedy such breach; or
- (b) if The Bus Operator, otherwise than pursuant to a reorganisation of The Bus Operator or its parent group, ceases or threatens to cease trading, becomes insolvent or compounds or enters into a voluntary arrangement with its creditors or passes a resolution for winding up or is subject to a bankruptcy, winding up or administrative receiver or liquidator is appointed in respect of any of its business or assets.

16.2 By serving notice pursuant to Clause 19 The Bus Operator shall be entitled to terminate this Agreement if:

- (a) any of the Authorities has committed a material breach of any of its obligations under the Agreement which (if the breach is capable of remedy) the Authority in breach has failed to remedy within 60 days after the receipt of notice in writing giving particulars of the breach and the action required of the Authority to remedy such breach;
- (b) a change of policy by any of the Authorities results in the Authority no longer supporting the terms of this Agreement; or
- (c) the Facilities specified in both this Agreement and the parallel Scheme have not been delivered in accordance with the terms of this Agreement by [the commencement date] or such later date as the parties may agree; or
- (d) should there be a significant failure to maintain such measures in accordance with the schedules contained both in this Agreement or the parallel Scheme

16.3 This Agreement shall be terminated automatically in the event of failure to bring into operation or the termination of the Statutory Quality Partnership Scheme for the Scheme Area.

17. CONSEQUENCES OF TERMINATION



- 17.1 The termination of this Agreement shall not affect any obligation of a party contained in this Agreement to make any payment that is due and payable before or on the termination date and shall be without prejudice to any other right or remedy of any party against the others in respect of any antecedent breach of this Agreement and shall not affect any of the following provisions which are expressed to have effect following termination (including Clause 14 (Confidentiality), Clause 18 (Dispute Resolution Procedure), Clause 19 (Notices) and Clause 21 (Governing Law)).

18. DISPUTE RESOLUTION PROCEDURE

- 18.1 Should one or more of the Authorities fail to fulfil its obligations under section 5, then the procedure outlined below shall be followed.

Steering Group and Partner Group

- j) The parties shall throughout the continuance of this Agreement maintain:-
- i) a Steering Group which shall comprise at least one representative from each of the parties to this Agreement and shall be chaired initially by the [] representative;
 - ii) a Partner Group which shall comprise the [] from time to time of FirstGroup's UK Bus Division, the [] from time to time for [Local Authority 1], the [] for [Local Authority 2] etc... or their respective nominees and shall be chaired by [].
- k) The Steering Group shall meet every four weeks following the date of this Agreement (or at such other intervals as may be agreed between the parties) and may establish working groups to meet as and when required.
- l) Should a dispute arise between the parties in relation to this Agreement, before invoking the procedures set out in Clause e), the parties shall arrange a meeting of the Steering Group as soon as reasonably practicable after the dispute has arisen and shall attempt in good faith to negotiate the settlement of such a dispute at such Steering Group meeting. If the parties fail to resolve the dispute within 14 days of such Steering Group meeting then the parties shall refer the dispute to the Partner Group which will meet as soon as reasonably practicable after such referral, but in any event no later than 14 days after such referral, to seek to resolve the dispute within 7 days of that meeting by negotiation in good faith.
- m) Each party shall be responsible for its own costs in relation to its obligations under this Clause.

Dispute Resolution Procedure

- n) If any dispute arises between the parties in relation to this Agreement and the matter has not been resolved by the procedures in Clause 0 then the parties shall, in good



faith, seek to resolve the dispute through a mediation. The mediator and the procedure to be followed in the mediation shall be agreed between the parties within 14 days of one party requesting mediation, failing which the mediator shall be appointed by the Centre for Dispute Resolution and the procedure established by the mediator.

- o) The costs and fees associated with the mediation shall be borne equally by the parties.
- p) In the event that the dispute has not been resolved to the satisfaction of both parties within 60 days after the appointment of the mediator, or either party refuses to agree to mediation or withdraws from the mediation, then the dispute shall be referred to litigation and the parties will be free to pursue their remedies without further reference to this clause.
- q) Nothing in this clause shall prevent either party seeking a preliminary injunction or other judicial relief at any time if in its judgement such action is necessary to prevent irreparable damage.
- r) If the parties do reach agreement as to resolution through the procedure set out in Clause 10 and this Clause, such agreement shall be recorded in writing and signed by the parties whereupon it shall become binding upon the parties.

18.2 Should the dispute resolution procedure fail, then any bus operator affected may withdraw its services from the Scheme Area or instigate legal proceedings against the Authority to force it to honour its obligations or to recover damages.

19. NOTICES

19.1 Any notices or other communications to be given under this Agreement shall be in writing and delivered personally or sent by first class post or by facsimile transmission to the address or facsimile number of the other parties set out below:

Bath and North East Somerset Council

Address

Fax no

Bristol City Council

address

Fax no 0117



North Somerset Council
address
Fax no

South Gloucestershire Council
address
Fax no 0117

Secretary of State for Transport
Address
Fax no

First Bristol Ltd/First Somerset & Avon Ltd
Enterprise House
Bristol
BS
Fax no 0117

20. WAIVER

20.1 Any failure by The Bus Operator or any of the Authorities to seek redress for breaches, or to insist on strict performance, of any terms, conditions or provisions of the Agreement, or the failure of The Bus Operator or any of the Authorities to exercise any right or remedy to which it is entitled in terms of the Agreement shall not constitute a waiver thereof. A waiver of any default shall not constitute a waiver of any subsequent default.

21. GOVERNING LAW

21.1 This Agreement shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement.

22. GENERAL

22.1 Each of the Authorities warrants and represents that:

- (a) it has the power to enter into this Agreement and has obtained all necessary approvals, consents or authorisations to do so; and
- (b) it is not under any disability, restriction or prohibition which might adversely affect its ability to fulfil its obligations under this Agreement.

22.2 No delay by or omission of any party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof of that breach or any subsequent breach thereof. Any single or partial exercise of any such right, privilege or remedy shall not



preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

- 22.3 Nothing in this Agreement shall be construed as establishing or implying a partnership between the parties or save where expressly authorised by the relevant party shall be deemed to constitute either of the parties as the agent of the other or to allow either party to hold itself out as acting on behalf of the other.
- 22.4 Each party shall from time to time at the request of the other parties execute any additional documents and do any other acts or things which may reasonably be required to implement the provisions or the purposes of this Agreement.
- 22.5 This Agreement may be executed in one or more counterparts and by each party on a separate counterpart, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute one and the same instrument.
- 22.6 This Agreement shall subsist for the benefit of and be binding on the respective successors in title and permitted assigns of each party who shall procure that each such transferee agrees to execute a deed with the other parties by which the transferee agrees to be bound by terms identical to the terms of this Agreement.
- 22.7 No amendment to this Agreement shall have effect unless otherwise agreed in writing signed by a duly authorised officer of each party.
- 22.8 This Agreement supersedes [any previous Quality Bus Partnership Agreement to the extent that it also covers the A432 Agreement Area] and contains the entire agreement between the parties. Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty, or other undertaking not expressly set out or referred to in this Agreement. This Clause shall not apply to any fraudulent misrepresentation.
- 22.9 For the purpose of section 1(2) of the Contracts (Rights of Third Parties) Act 1999, the parties state that they do not intend any term of this Agreement to be enforced by third parties but any third party right which exists or is available independently of that Act is preserved.
- 22.10 If any provision of this Agreement is or at any time becomes illegal, invalid or unenforceable under any enactment or rule of law it shall to that extent be deemed not to form part of this Agreement but (except to that extent in the case of that provision) it and all other provisions of this Agreement shall continue in full force and effect and their validity, legality and enforceability shall not be affected or impaired.



SIGNED on behalf of Bath and North East Somerset Council by

Name

Position
(Director)

SIGNED on behalf of Bristol City Council by

Name

Position
(Director)

SIGNED on behalf of North Somerset Council by

Name

Position
(Director)

SIGNED on behalf of South Gloucestershire Council by

Name

Position
(Director)



BATH & NORTH EAST SOMERSET



**SIGNED on behalf of the Secretary
Of State for Transport by**

Name

**SIGNED on behalf of First Bristol Ltd (COMPANY NO. ●)/First Somerset and Avon Ltd
(COMPANY NO. ●)**

Name

**Position
(Managing Director)**



BATH & NORTH EAST SOMERSET



PLAN 1
Agreement Area



SCHEDULE 1 **SERVICE LEVEL AND STANDARD OF SERVICE**

First Bristol and First Somerset and Avon commit for the period of this Agreement to providing the standard of service laid down at Schedule 1 of the Quality Partnership Scheme.

First Bristol or First Somerset and Avon commit to providing at a minimum the following level of service on Corridor xxx. Services referred to are current services but this schedule will be deemed to refer also to any successor service substantially the same:

Route number From: To: Registration: Route Description: As shown in Schedule 1, Plan 1
Frequency of XXX buses per hour between Mondays to Saturdays: 07:00 and 19:00

On delivery of XXXX measures OR
On attainment of patronage of XX passengers per annum

The foregoing does not include Bank Holidays. The foregoing shall not preclude the operation of more frequent services, services at other times of day or other days of the week, or services to other destinations should First Bristol or First Avon and Somerset wish to do so, or should a local transport authority wish to support or procure such a service.

Further, First Bristol and First Avon and Somerset will:

- Work with the Authorities to encourage the use of public transport services including between operators and other modes of transport, including the development of ticketing initiatives; and
- Promote discounted travel options to employers to encourage the take-up of travel plan initiatives.

First Bristol and First Avon and Somerset will undertake these activities for both services operated commercially and those secured under s63 of the 1985 Transport Act.



BATH & NORTH EAST SOMERSET



SCHEDULE 2 **FACILITIES**

THIS SCHEDULE WILL INCLUDE ANY HIGHWAY WORKS AND ASSOCIATED TRO NOT PROVIDED UNDER THE QBPS

E.G. Kerbside controls between XXXX and XXXX (TRO XXX)

DETAIL TO BE SUPPLIED...



SCHEDULE 3
TRAFFIC MANAGEMENT ACT, 2004

- 3.1 The Authorities will ensure that the duties of the Traffic Manager (as defined under the Traffic Management Act 2004) shall include a specific duty to ensure that the passage of buses is protected from the adverse effects of congestion and to ensure that the scheme purpose and objectives of both the Quality Partnership Scheme and the Quality Partnership Agreement are delivered.
- 3.2 Paragraph 63 of the Network Management Duty Guidance issued by the Secretary of State for Transport under Section 18 of this Act states: "Where necessary, local transport authorities should work with the relevant parties, including Traffic Commissioners and bus operators, in formulating and implementing improvement plans for bus punctuality."
- 3.3 Use of the powers contained in the Traffic Management Act 2004 is therefore contained in the Bus PIPs already signed by Bristol City Council and South Gloucestershire Council, and is included as part of this Agreement.



SCHEDULE 4
GENERAL UNDERTAKINGS BY THE AUTHORITIES

- 4.1 To develop transport strategies, in consultation with the Bus Operator, building on best practices and the key qualities of all forms of public and sustainable transport.
- 4.2 To ensure that land use planning proposals are assessed on the basis of their accessibility and ease of service by local bus services.
- 4.4 To undertake marketing initiatives jointly with the operators to increase public awareness of public transport and to promote the adoption of travel plans.
- 4.4 To implement measures to ease the use of public transport services between modes and operators, including improved, secure interchanges with CCTV.
- 4.5 To undertake audits of all new highway schemes and development proposals to ensure improved access arrangements for buses and bus users, securing financial resources to pump prime improved service frequencies to such developments.
- 4.6 To advise tender awards to successful Bus Operators in accordance with the Service Stability Code of Conduct.
- 4.7 To provide a dedicated point of contact for any complaints or enquiries arising from the Bus Operator.
- 4.8 To share with the Bus Operator feedback from Local Strategic Partnership, Community Facilitation Service and other relevant groups.



SCHEDULE 5

IMPLEMENTATION, MODIFICATION, MAINTENANCE AND ENFORCEMENT OF THE FACILITIES

1 General

- 1.1 The Authorities shall make any necessary modifications to the Facilities as soon as reasonably practicable and use best endeavours to complete them by a date to be agreed in writing and use all reasonable endeavours to ensure that the timing for carrying out modifications to the Facilities follows the programme determined by mutual agreement between the Authorities and the Bus Operators.
- 1.2 The Authorities will implement the Facilities or any modifications to the Facilities in such a manner so as to minimise the impact on the Bus Operators' passenger services in the Scheme Area. The Authorities will provide information on the Facilities, in particular but not only construction activities, including estimated traffic delays broken down by time period or where such estimates are not practical confirmation that such estimates will not be provided (particularly but not only in respect of road closures or significant width restriction). The Authorities shall provide such information to all Bus Operators affected by works carried out by or on behalf of the Authorities with at least 8 weeks prior written notice. The Authorities shall provide public relations and publicity support in advance of and during any modifications to the Facilities and any other works which might impair the provision of bus services in the Scheme Area, to explain to the public the reason for the works, forecast duration and the long term benefits of the Scheme.
- 1.3 Each Authority, following completion of the Facilities or any modifications thereto, shall notify the Bus Operators as soon as possible thereafter of any event or circumstance of which they are aware which will or might adversely affect the delivery of the expected benefits.
- 1.4 The Authorities will use best endeavours to ensure the repair, upkeep, maintenance and management of the Facilities to the standard specifications of maintenance and management set out in the Maintenance and Management Programme agreed by both parties, as defined below.
- 1.5 Following completion of the Facilities, the Authorities shall use best endeavours to promote and enforce, both directly and indirectly, the Traffic Regulation Orders made as part of the Scheme as specified below.

2 Maintenance of the Facilities

- 2.1 The Authorities shall use best endeavours to provide their highest standards of maintenance of the Facilities including but not limited to the following:
- a) **Signs, lines and lane colouring** of the Facilities will be inspected [annually] by the Authorities and replaced/repared if they show signs of deterioration by the Authorities at their cost and expense. In the case of lines and lane colouring, the



Authorities shall, at their cost and expense, renew these within [number] years of the date of their installation if they show signs of significant deterioration but in any event, within [number] years of the date of their installation;

[REDACTED]

- b) **Maintenance:** The Authorities will notify the operators of all programmed maintenance works prior to undertaking them;
- c) the Authorities shall inspect the Facilities every 6 months and ensure that any defects are given a "high priority" status;
- d) the Authorities shall use their best endeavours to ensure that all Bus Operators who have given the undertaking to the Traffic Commissioner shown at Schedule 4 are allowed access to the Facilities and ensure that all maintenance work takes place outside peak periods [as agreed between the parties], wherever possible, notwithstanding the provisions of clause 5.4 of the Scheme;
- e) in instances where the Bus Operators cannot be provided with access to any Facilities for the duration of any maintenance work or such works take longer than expected to complete, the Authorities shall develop jointly with the Bus Operators work programmes to minimise bus service disruption and shall provide the Bus Operators with estimates of the time delays caused by such works to the Bus Operators' services.
- f) Detailed standards are as specified below:
 - (i) Street Lighting: Rectification of faulty lamp within 8 days of notification on average;
 - (ii) Drainage: On average between 1 and 2 inspections/gulley cleans per year; also in response to notification;
 - (iii) Illuminated signs: Average outage between 2% and 10%;
 - (iv) Footways: Safety inspections undertaken between monthly and 6 monthly. Authorities to use reasonable endeavours to repair defects greater than 40mm within 24 hours of notification by the public;
 - (v) Street sweeping: every 2 weeks;
 - (vi) Footway sweeping: frequency to vary according to requirements of specific location;
 - (vii) Verge cutting: minimum of 12 times per year;
 - (viii) Winter maintenance: Scheme Area gritted within 3 hours of decision to grit; and
 - (ix) Statutory Undertakers' Activity: routes classified as traffic sensitive.
- f) **Bus Shelters:** The Authorities shall ensure that all bus shelters provided as Facilities are repaired within 48 hours of any damage being reported to the Authorities unless a bus shelter is marked with racist, obscene or abusive graffiti where the Authorities shall use reasonable endeavours to ensure that the bus shelter is repaired within 2 hours of such damage first being reported.



- g) The Authorities shall use reasonable endeavours to ensure that Bus Shelters are cleaned every two weeks, and that repairs are undertaken within 7 days of notification. Glazing damage shall be rectified by the end of the day following the day on which it was reported to the Authorities. Any dangerous shall be rectified within 4 hours during normal working hours.
- h) **Traffic signal** faults provided as part of the Facilities shall be attended as follows:-
- i) all Urgent Faults are dealt with as follows:
specify time limits for attendance on site, restoration of acceptable operation and permanent repairs.
- ii) all non-Urgent Faults are dealt with as follows:
specify time limits for attendance on site and repairs.
- iii) The Authorities shall ensure that, in relation to all faults, faxed confirmation of fault clearance is sent to the Bus Operators within the following time periods:
- iv) For the purpose of this paragraph, "Urgent Fault" means any of the following faults occurring on a traffic signal:
- all lamps out;
 - multiple lamp failure;
 - any road traffic accident or damage to equipment on site where the equipment is rendered unsafe or inoperative;
 - sticking amber, red/amber etc;
 - signals failing to change;
 - signals ignoring demands and running to minimum on any stage/phase;
 - short minimum green; and
 - short intergreen.
- h) For [24 hours a day, seven days a week], the Authorities will provide a [number] hour response on site for emergencies and make safe or repair as soon as possible thereafter. In any event the Authorities shall ensure that all dangerous defects affecting the Facilities are made safe within 24 hours of being reported to the Authorities.

3 Enforcement of Traffic Regulation Orders

- 3.1 The Authorities shall use the powers available to them (and any extension of those powers subsequently obtained) in respect of enforcement of parking and traffic regulations made as part of the Facilities. [Co-ordination of enforcement activities with [???] Police shall be undertaken.]



- 3.2 Waiting and loading restrictions associated with the Facilities are to be enforced daily, with coverage [as specified]
- 3.3 The Authorities will use best endeavours to ensure that enforcement patrols will be targeted to coincide with the Peak Periods, with additional targeted enforcement of known problem areas.
- 3.4 The Authorities will continue such levels of enforcement throughout the period of this Scheme.
- 3.5 The Authorities will use their powers as available to them under their 'decriminalisation' powers under the Traffic Management Act 2004 [CHECK] to ensure that the scope of enforcement is as comprehensive as possible, including moving traffic offences within bus lanes, for which both fixed-position and on-board vehicle cameras may be used. Any Authority which does not currently enjoy these powers will use their best endeavours to obtain them.

4 Branding

- 4.1 All Facilities provided by the Authorities shall display the logo and branding set out in Schedule 8. All passenger facilities shall display this branding in a prominent position.

5 Procedure to be followed in implementing or making modifications to the Facilities

- 5.1 The Authorities shall be responsible for procuring the design, construction, completion, testing and commissioning of the Facilities or any modifications thereto.
- 5.2 The Authorities shall comply with all Legal Requirements in connection with the procurement of the Facilities or any modifications thereto.
- 5.3 The Authorities will act as employer under any contract.
- 5.4 The Authorities shall have all powers necessary or required for the implementation or modification of the facilities and shall exercise all rights in terms of and to enforce any necessary contract.
- 5.5 The Authorities shall be responsible for ensuring that all consents, licences, approvals, permissions or authorisations of any government department, authority or agency that are necessary for the implementation or modification of the facilities have been obtained or will be obtained prior to any material expenditure on the relevant part of the implementation or modification to the Facilities being incurred and have not been withdrawn.
- 5.6 The Authorities will advise the operators of Local Services of the outcome of the



selection of tenderers for implementation or modification of the Facilities.

- 5.7 The Authorities shall provide the operators of Local Services with a written monthly report updating it as to the progress of implementation or modification of the Facilities and the timescales for completion of such works and the estimated timescale for completion of such works that have yet to commence.
- 5.8 The Authorities shall notify the operators of Local Services in writing as soon as practicable thereafter, in the event of any material alteration to the implementation or modification to the Facilities (including, but not limited to, any change in the quality and level of the specification of the facilities) or any event which might adversely affect any Authority's ability to carry out the required works in accordance with any timescales notified to the Bus Operators pursuant to the above paragraph.
- 5.9 The Authorities shall provide the operators of Local Services with such information in connection with the Facilities or modifications or variations thereto as the operators of Local Services shall request from time to time.